TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

No. [redacted]37

THE STEAMBOAT "JAMES GUY," HER TACKLE, &c., WILLIAM J. HEALY, CLAIMANT, PLAINTIFF IN ERROR.

vs.

YOUNG TALL.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF NEW YORK.

FILED DECEMBER 6, 1867.

SUPREME COURT OF THE UNITED STATES.

No. 173.

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1 UNITED STATES OF AMERICA,
Eastern District of New York, ss:

I, Charles W. Newton, clerk of the Circuit Court of the United States of America for the eastern district of New York, in the second circuit, do hereby certify that the foregoing pages, numbered from one to 218 inclusive, contain a true and complete transcript of the record and proceedings had in said court in the case of Young Tall against the steamboat James Guy, her tackle, &c., as the same remain of record and on file in said office.

In testimony whereof, I have caused the seal of the said court to be hereunto affixed, at the city of Brooklyn, in the eastern district of New York, in the second circuit, this 5th day of December, in the year of our Lord one thousand eight hundred and sixty-seven, and of the independence of the said United States the ninety-second.

[SEAL.] CHAS. W. NEWTON. *Clerk.*

[Five cent Int. Rev. Stamp.]

2 At a stated term of the District Court of the United States of America for the eastern district of New York, held at the United States court-rooms in the city of Brooklyn, on the 19th day of May, in the year of our Lord one thousand eight hundred and sixty-six.

Present: The Honorable Charles L. Benedict, district judge.

YOUNG TALL,
vs.
THE STEAMBOAT JAMES GUY, HER TACKLE, &c.

The libellant appears, by Emerson, Goodrich and Knowlton, esqrs., proctors, and file their libel herein against the above-named steamboat, her tackle, &c., in the words and figures following, to wit:

3

4 To the Honorable Charles L. Benedict, district judge of the United States for the eastern district of New York:

The libel and complaint of Young Tall, of the city of Baltimore, Maryland, against the steamboat "James Guy," her machinery, tackle, apparel, and furniture, and against all persons intervening for their interest thereon, in a cause of contract, civil and martime, alleges as follows:

First. That in or about the month of January, 1866, the said steamboat, being at Baltimore, in the State of Maryland, and being a vessel foreign to that port and standing in need of repairs and supplies to fit her for prosecuting her employment, the owner thereof applied to the libellant, who was a ship joiner at Baltimore, aforesaid, to do certain repairs, and furnish certain material and advances towards the repairing, refitting, and equipping of said steamboat.

Second. That the libellant, accordingly furnished certain materials

and supplies, and performed certain work, labor, and services
5 upon said steamboat, and advanced, paid, and laid out money therefor, which in all amounted to the sum of twenty-five hundred and thirty-four dollars, at the fair and reasonable value and price thereof, and that such materials and supplies, work, labor, services, and advances were material and necessary to said vessel to fit her for the prosecution of her intended employment.

Third. That said vessel, and the owner thereof, were without funds in said Baltimore to procure such materials, supplies, services, and advances, and the same were done and performed solely on the credit of said vessel, and not on the credit of the master or owner, and the value thereof are, by the maritime law, a lien upon said vessel, her machinery, tackle, apparel, and furniture.

Fourth. That said vessel subsequently left said city, and is now at the port of New York and within the admiralty and maritime jurisdiction of this honorable court.

Fifth. That all and singular the premises are true and within the admiralty and maritime jurisdiction of the United States and of this honorable court.

6 Wherefore the libellant prays that process, in due form of law, according to the course of this honorable court in causes of admiralty and maritime jurisdiction, may issue against said steamboat, her machinery, tackle, apparel, and furniture, and all persons claiming any interest therein may be cited to appear and answer all and singular the matters aforesaid, and that the said steamboat, her machinery, tackle, apparel, and furniture may be condemed and sold, and the libellant be paid the amount of his claim, with interest and costs, and that he may have such other and further relief as to the court may seem meet.

YOUNG TALL.

Sworn to before me this 19th day of May, 1866.
CHAS. W. NEWTON,
U. S. Com.

EMERSON, GOODERICH & KNOWLTON, *Libl't Proctors.*
WM. H. GOODRICH, *Advocate.*

Endorsed: United States Dist. Court, eastern district of New York. Young Tall *vs.* Steamboat James Guy. Libel. Emerson, Goodrich, & Knowlton, proctors for libel, 74 Wall st, New York. Filed
7 May 19, 1866, 4 p. m.

8 District Court of the United States for the eastern district of New York.

Stipulation entered into pursuant to the rules and practice of this court.

Whereas a libel was filed in this court on the nineteenth day of May, in the year of our Lord one thousand eight hundred and sixty-six, by Young Tall against the steamboat James Guy, her machinery,

tackle, apparel, and furniture, for the reasons and causes in the said libel mentioned, and praying that said steamboat &c., may be sold, condemned, &c.; and the said libellant, and Charles W. Merritt and Henry M. Needham, surety, consenting and agreeing that in case of default or contumacy on the part of the libellant or his sureties, execution may issue against their goods, chattels, and lands, for the sum of two hundred and fifty dollars.

Now, therefore, it is hereby stipulated and agreed for the benefit of whom it may concern, that the stipulators undersigned shall be, and each of them is hereby, bound in the sum of two hundred and fifty dollars, conditioned that the libellant above named shall appear and answer to the cause and to the interrogatories, and shall pay all costs and expenses which shall be awarded against him by this court, or in case of appeal, by the Appellate Court.

YOUNG TALL.
CHAS. W. MERRITT.
H. M. NEEDHAM.

Taken and acknowledged this 19th day of May, 1866, before me.
CHAS. W. NEWTON,
U. S. Commissioner.

Filed the 19th day of May, 1866.

EASTERN DISTRICT OF NEW YORK, *ss:*

Charles W. Merritt, of the city and county of New York, and Henry W. Needham, of Brooklyn, parties to the above stipulation, being duly sworn, doth depose and say, each for himself, that he resides as above; that he is worth the sum of five hundred dollars over and above all his just debts and liabilities.

Sworn to this 19th day of May, 1866, before me.
CHAS. W. NEWTON,
U. S. Commissioner.

Recorded the 19th day of May, 1866.
SAMUEL T. JONES, *Clerk.*

9 Endorsed: U. S. District Court. Young Tall *vs.* The Steamboat James Guy, &c. Stip. for lib'l't's costs.

10 EASTERN DISTRICT OF NEW YORK, *ss:*

The President of the United States of America to the marshal of the eastern distrect of New York, greeting:

Whereas a libel hath been filed in the District Court of the United States for the eastern district of New York, on the 19th day of May, in the year of our Lord one thousand eight hundred and sixty-six, by Young Tall against the steamboat "James Guy," her machinery, apparel, and furniture, for the reasons and causes in the said libel men-

tioned, and praying the usual process and monition of the said court in that behalf to be made, and that all persons interested in the said steamboat or vessel, her tackle, &c., may be cited in general and special to answer the premises, and all proceedings being had, that the said steamboat, her tackle, &c., may, for the causes in the said libel mentioned, be condemned and sold to pay the demands of the libellant, you are therefore hereby commanded to attach the said steamboat or vessel, her tackle, &c., and to detain the same in your custody, until the further order of the court respecting the same, and to give due notice to all persons claiming the same, or knowing or having anything to say why the same should not be condemned and sold pursuant to the prayer of the said libel; that they be and appear before the said court to be held in and for the eastern district of New York on the sixth day of June, 1866, at noon of the same day, if the same shall be a day of jurisdiction, otherwise, on the next day of
11 jurisdiction thereafter, then and there to interpose a claim for the same, and to make their allegations in that behalf; and what you shall have done in the premises do you then and there make return thereof, together with this writ.

Witness the Honorable Charles L. Benedict, judge of the said court, at the city of Brooklyn, in the eastern district of New York, this 19th day of May, in the year of our Lord, one thousand eight hundred and sixty-six, and of our independence the ninetieth.

SAMUEL T. JONES, *Clerk.*

[L. S.] EMERSON, GOODRICH & KNOWLTON.

Proctors for Libellant.

[50-ct. stamp.]

Endorsed: Eastern district of New York, United States District Court. Young Tall *vs.* The Steamboat James Guy, &c. Monition ret'ble June 6th, 1866. Emerson, Goodrich & Knowlton, proctors for lib'l't. Filed June 6th, 1866. I hereby depute J. W. Higgins to execute the within process. Dated May 19, 1866. A. V. Campbell, U. S. marshal.

In obedience to the within monition I attached the steamboat James Gay therein described, on the 22nd day of May, 1866, and have given due notice to all persons claiming the vessel, that this court will, on the 6th day of June, instant, (if that day should be a day of jurisdiction, but if not, on the next day of jurisdiction thereafter,) and proceed to the trial and condemnation thereof, and sold no claim be interposed for the same.

A. V. CAMPBELL,

U. S. Marshal.

12 At a stated term of the District Court of the United States of America for the eastern district of New York, held at the United States court-rooms, in the city of Brooklyn, on [on] Wednesday the sixth day of June, in the year of our Lord one thousand eight hundred and sixty-six.

Present: The Honorable Charles L. Benedict, district judge.

YOUNG TALL
vs.
THE STEAMBOAT JAMES GUY, HER TACKLE, &C.

The marshal having returned on the nomination issued on the above-entitled cause, the steamboat "James Guy," &c., attached, and that he had not given due notice, &c.

Whereupon Messrs. Beebe, Dean & Donohue appear for the claimants, who have one week to answer.

13 Endorsed: U. S. District Court for the eastern district of New York. Young Tall *vs.* The Steamship James Guy, &c. Order for time to answer. Beebe, Dean & Donohue, proctors for clam'ts. Filed and entered the 6th day of June, 1866.

14 At a stated term of the District Court of the United States of America for the eastern district of New York, held at the United States court-rooms, in the city of Brooklyn, on the 13 day of June, in the year of our Lord one thousand eight hundred and sixty-six.

Present: The Honorable Charles L. Benedict, district judge.

THE STEAMBOAT JAMES GUY, HER TACKLE, &C.,
ads.
YOUNG TALL. } Vol. , page.

And now, William J. Healey, owner of the steamboat James Guy, intervening for the interest of himself in the said steamboat, appears before the honorable court and makes claim to the said steamboat &c., as the same are attached by the marshal, under process of this court, at the instance of Young Tall; and the said William J. Healey avers that he was in possession of the said steamboat at the time of the attachment thereof, and that the person above named, the true and bona fide owner of the said steamboat, and that no other person is the owner thereof; wherefore, he prays to defend accordingly.

WM. J. HEALEY.

Sworn to and subscribed this 13 day of June, A. D. 1866, before me.

CHAS. W. NEWTON, *U. S. Comm.*

BEEBE DEAN & DONOHUE,
Proctors' for claimant.

15 Endorsed: United States District Court for the eastern district of New York. The Steamboat "James Guy," her tackle, &c., *ads.* Young Tall. Beebe Dean & Donohue, proctors for claimant. Claim of owner. Filed 14 day of June, 1866.

16 District Court of the United States for the eastern district of New York.

Stipulation for libellant's costs—Entered into pursuant to the rules and practice of this court. Filed the 14, *day of June* 1866.

Whereas a libel was filed in this court on the nineteenth day of May, in the year of our Lord one thousand eight hundred and sixty-six, by Young Tall, libellant, against the steamboat "James Guy," her tackle, &c., respondents, for the reasons and causes in the said libel mentioned, and praying that the said steamboat may be condemned and sold; and the parties hereto hereby consenting and agreeing that in case of default or contumacy on the part of the respondent, or their surety, execution for the sum of two hundred and fifty dollars may issue against their goods, chattels, and lands; and whereas also a claim has been filed in said cause by William J. Healey:

Now, therefore, it is hereby stipulated and agreed for the benefit of whom it may concern, that the stipulators undersigned shall be, and each of them is, bound in the sum of two hundred and fifty dollars, conditioned that the claimant above named shall pay all costs and expenses which shall be awarded against the respondents by the final decree of this court or upon an appeal by the Appellate Court.

WM. J. HEALEY.
W. R. BEEBE.

Taken and acknowledged this 13th day of June, 1866, before me.
CHAS. W. NEWTON, *U. S. Commissioner.*

EASTERN DISTRICT OF NEW YORK, *ss.*

Welcome R. Beebe, party to the above stipulation, being duly sworn, doth depose and say, that he resides in the city of New York; that he is worth five hundred dollars over and above all his just debts and liabilities.

Sworn to this 13th day of June, 1866, before me.
CHAS. W. NEWTON, *U. S. Commissioner.*

Recorded the 14th day of June, 1866.
SAMUEL T. JONES, *Clerk.*

17 Endorsed: U. S. District Court. The Steamboat James Guy, her tackle, &c. *ads.* Young Tall. Stip. for resp'ts costs.

18 District Court of the United States of America for the eastern district of New York.

Bonds.

Know all men by these presents, that we, William J. Healey, Horatio R. Wilcox, and Welcome R. Beebe, are held and firmly bound unto Anthony F. Campbell, marshal of the United States for the eastern district of New York, in the sum of five thousand and sixty-eight dollars, to be paid to the said Anthony F. Campbell, for the

payment of which, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated the thirteenth day of June, in the year of our Lord one thousand eight hundred and sixty-seven.

Whereas a libel has been filed in the District Court of the United States for the eastern district of New York on the nineteenth day of May, in the year of our Lord one thousand eight hundred and sixty-six, by Young Tall, libellant, against the steamboat "James Guy," for the sum of two thousand five hundred and thirty-four dollars, on which process of attachment has issued; and the said steamboat is in custody of the marshal under the said attachment, and William S. Healey, has applied for a discharge of said steamboat from the custody of the marshal, and has filed a claim claiming the said steamboat as owner, and has filed a stipulation for the claimant's costs, pursuant to the rules and practice of the said court: Now, therefore, the condition of this obligation is such, that if the above bounded William J. Healey shall abide by and perform the decree of this court, then this obligation shall be void, otherwise the same shall be and remain in full force and virtue.

[L. S.] WM. J. HEALEY.
[L. S.] HORATIO R. WILCOX.
[L. S.] W. R. BEEBE.

Sealed and delivered and taken and acknowledged, this 13th day of June, 1866, before me.

CHAS. W. NEWTON, *U. S. Com'r.*

United States of America,
EASTERN DISTRICT OF NEW YORK, *ss.*

Horatio R. Wilcox and W. R. Beebe, being duly sworn, each depose and say, that they reside in the State of New York, and that they are worth the sum of dollars over and above all just debts and liabilities.

H. R. WILCOX.
W. R. BEEBE.

Sworn to this 13th day of June, A. D. 186 , before me.
CHAS. W. NEWTON, *U S Com'r.*

I approve of the sufficiency of the sureties to the within bond. Dated this thirteenth day of June, 1866, and consent to the discharge of the steamer.

Recorded the 14th day of June, 1866.

EMERSON & GOODRICH.

19 Endorsed: U. S. District Court. The Steamboat "Guy," her tackle, &c. *ads.* Young Tall. Bond to marshall. Beebe & Donohue, proctors for claimants.

20 At a stated term of the District Court of the United States of America for the eastern district of New York, held at the United States court-rooms, in the city of Brooklyn, on the 14th day

of June, in the year of our Lord one thousand eight hundred and sixty-six.

Present: The Honorable Charles L. Benedict, district judge.

THE STEAMBOAT JAMES GUY, &c., *ads.* YOUNG TALL.

On filing claim and stipulation for claimant's costs, together with a bond under the act of Congress in double the amount claimed, approved by the libels proctors, on motion of Beebe Dean & Donohue, proctors for claimant, it is ordered that the appearance of the claimant be, and the same is hereby, entered, and that a copy of this order be delivered to the marshal.

22 To the Honorable Charles L. Benedict, judge of the District Court of the United States for the eastern district of New York.

The answer of James J. Healy, of said district, to the libel and complaint of Young Tall against the steamboat James Guy, her machinery, tackle, apparel and furniture, in a cause of contract, civil and maratime.

And thereupon the respondent answers and articulately propounds as follows:

First. The respondent states, that on or about the thirteenth day of April last past, said steamboat, then lying in the port of Newbern, North Carolina, the respondent did in good faith, for a full and valuable consideration, purchase James Guy, her machinery, tackle, apparel and furniture, and then became, and ever since has been, and is now, the owner thereof, and that he so became the purchaser without any knowledge or notice of any outstanding heirs against said steamboat, and is now the bona fide purchaser and owner without notice.

Second. That this respondent, upon information and belief,
23 admitsthat in the month of January, 1866, the said steamboat was in Baltimore, in the State of Maryland, and did not belong in said State; but as to whether she stood in need of repairs, and to what extent, this respondent is ignorant, and therefore denies the necessity, but, on like information and belief, he states that he solicited from the then owner to be employed to certain work on the said steamboat, and upon such solicitation was employed to do the same.

Third. This respondent, upon information and belief, admits that the libellant did perform certain work upon the said steamboat and furnished certain material thereof, but the extent thereof and the necessity therefor the respondent is ignorant, and therefore denies the same, as set forth in the second article of said libel.

Fourth. This respondent, denies each and every allegation contained in the third article of the said libel, and, upon information, he further says, that for a long time previous to the time stated in said libel the then owner of the said steamboat, had had extensive connections with steamboats, or other vessels, which had been repaired
25 and supplied by libellant and others in Baltimore, upon his

credit, and he was, at the time stated in said libel, and only, possessed of abundant funds, but was in unquestioned credit in Baltimore, and the work done by the libellant on the steamboat "James Guy" was done upon the credit of the said owner, under an especial contract and agreement, that he was to give two acceptances therefor, one at sixty days and one at ninety days from date, each for one half of the amount; and that, in pursuance thereof, the libellant did draw his drafts on the said owner for such times, and the same were by him duly accepted and received by libellant under said contract, and respondent alleges that no exigency had arisen, or in any way existed, which would have authorized the procuring of repairs, supplies or money, upon the bottomry and hypothecation of said vessel.

Fifth. This respondent, further answering, admits that at the time of filing the libel the said steamboat was in the port of New York,
26 but he denies the jurisdiction of their honorable court.

Wherefore the respondent prays that this honoroble court would be pleased to pronounce against the libel aforesaid, and otherwise right and justice to administer in the premises, and that he may be hence dismissed with his reasonable costs and charges in this behalf most wrongfully sustained.

WM. J. HEALY.

Sworn to before me this 21st day of June, 1866.

F. N. WILCOX,
Notary Public, City and County of New York.

BEEBE, DEAN & DONOHUE, *Proctors.*
BEEBE, *Advocate.*

Endorsed: United States District Court. The steamboat "James Guy," her tackle, &c., *ads.* Young Tall. Answer. Beebee, Dean & Donohue, proctors. Filed June 22nd, 1866.

27 At a stated term of the District Court of the United States of America for the eastern district of New York, held at the United States court-rooms, in the city of Brooklyn, on Wednesday, the fifth day of December, in the year of our Lord one thousand eight hundred and sixty-six.

Present: The Honorable Charles L. Benedict, district judge.

YOUNG TALL
against
THE STEAMBOAT JAMES GUY.

Cause came in its order on the calendar.

Emerson, Goodrich, and Knowlton appear for lib't; Beebe, Dean, and Donohue appear for claimant. Parties answer ready. Hearing ordered. Pleadings read.

Evidence for libellants.

Mr. Goodrick reads in evidence the deposition of the following persons:

Young Tall, Wm. H. Smith, Newton A. Ramsburg, James M.

Richardson, Fitz Wm. Fox, Richard Wilkins, George F. Freedham, Allen W. Stockton, Wyman S. Washburn, Levin J. Tall, John J. Uniack, Francis Clark, and Robert Baird. Marshall F. Davidson, sworn and examined.

Libellants rest.

28 *Evidence for claimants.*

Deposition of Alfred Buck read in evidence.
Deposition of James Clark read in evidence.
George Olney sworn and examined.
29 William J. Healy sworn and examined.
George Olney recalled and examined.
Marshall T. Davidson sworn and examined by lib'lt.
Young Tall sworn and examined by lib'lt.
Henry S. Hagen sworn and examined.
B. S. Neff sworn and examined.

Evidence for libellants.

Charles F. Gilmore sworn and examined.
Marshall T. Davidson recalled and examined.
William N. Husted sworn and examined.

Evidence for claimants.

Cyrus P. Smith sworn and examined.
Samuel J. Powell sworn and examined.
Wm. W. Peck sworn and examined.
Humphrey W. Crarey sworn and examined.
Sylvester Goodwin sworn and examined.
Thomas W. King sworn and examined.
Isaac Badeau sworn and examined.
Philip S. Crooke sworn and examined.

Evidence for libellant.

Marshall T. Davidson recalled and examined by lib'lt.
Young Tall recalled and examined.

Evidence for claimant.

Emanuel Thomas sworn and examined.
George Olney recalled and examined.
Respondent rests.

Evidence for libel't.

Young Tall recalled and examined.
Testimony closed.

30

31 UNITED STATES DISTRICT COURT,
Monday, December 3d, 1866.

Before Hon. Judge Benedict.

32 YOUNG TALL
vs.
THE STEAMBOAT JAMES GREY, &C.

Mr. Goodrich opened the cause and stated the substance of the libel.

Mr. Beebe read the answer.

Mr. Goodrich produced and offered to surrender acceptances referred to in the answer, as follows:

One dated Baltimore, March 8th, 1866. Sixty days' sight. Drawn by George Olney on himself and accepted by him, payable to order of Young Tall.

One same date and description, at ninety days.

Marked by the court.

Mr. Goodrich also read in evidence the following depositions, the cross-examination being read by Mr. Beebe, viz., thereof:

33 Young Tall, William H. Smith, Newton A. Ramsburg, James M. Richardson, Fitz William Fox, Richard Wilkins, George F. Needham, Allen W. Stockton, Wyman F. Washburne, Levi J. Tall, John J. Unnack, Francis Clark, and Robert Baird.

Also extracts from the deposition of Bently C. Bibb, and it is understood that such parts of the various other depositions as refer to the credit of George Olney are to be considered in evidence. Copies of the above depositions and parts of depositions are hereto annexed.

34 Marshall T. Davidson, for libellant, being duly sworn, testifies:

Examined.

By Mr. Goodrich:

Q. What is your business, or what was in the early part of this year and last year?

A. Merchant.

Q. Where?

A. Baltimore city.

Q. You are the libellant in one of these actions against the James Grey.

A. I am.

Qu. Do you know George Olney?

A. I do.

Qu. Did you know him in Baltimore?

A. I did.

Qu. Do you know his personal credit in Baltimore by general reputation?

A. Yes, sir.

Qu. Do you know his general reputation for credit?

A. I do.

Qu. Did you know it at that time, in January, February, and March, 1866?

A. Well, I cannot say as to that; his general credit was bad.

A. In Baltimore?

A. Yes, sir.

35 Q. Have you heard his credit canvassed in the city of Baltimore?

A. Since that time a great many times.

Qu. And what was the conclusion among those who canvassed it? (Objected to.)

Q. Have you heard anything said about bills subsequent to February; bills which were made before February, that were unpaid after that?

A. Not before that. There was one bill that I did hear canvassed, that was all; it was a gentleman who, I think, was employed. (Obj. to.)

Cross-examined.

By Mr. Beebe:

Qu. When did you first become acquainted with Mr. Olney?

A. Well, I have known Mr. Olney a great many years. I cannot tell, from the fact of his being a steamboat man, exactly when I first became acquainted with him.

Qu. When did you start business in Baltimore?

A. June 1st, 1864.

Q. Where had you been previous to that?

36 A. A sailor, an engineer at sea.

Q. What business did you carry on at Baltimore?

A. Engineer's supplies for railroads and steamers.

Q. Who composed your firm?

A. Marshall T. Davidson and Walter H. Gibson.

Q. I understand that until after the months of January and February you can't say you ever heard Mr. Olney's general credit canvassed?

A. Yes, sir; I can.

Q. Did you sell to him?

A. Yes, sir.

Q. When?

A. I sold the Washington Irving and Argo goods.

Q. At what time?

A. I cannot tell.

Q. When did you first begin to furnish them?

A. That I could not tell.

Q. At whose request did you furnish them?

A. The Jupiter was one also. The engineer came himself some of the time.

37 Q. Was anything said between you and Mr. Olney on the subject of drafts?

A. No, sir.
Q. Did you take drafts on him?
A. No, sir.
Q. Did you take drafts on any one?
A. No, sir.
Q. Did you give credit?
A. I credited the boat.
Q. You let time go by?
A. Yes, sir.
Q. What time?
Q. I don't know. I am not in the habit of boring a man for money that he owes me. I give them all the time I can.
Q. What time have you ever given to Mr. Olney?
A. I never gave him any time.
Q. How long between the time of the sale and the time of your asking for your money?
A. That I could not say before the boat left, excepting the case of the Guy.
Q. In the case of the Guy you have a suit against her now?
38 A. Yes, sir.
Q. What is the extent of your sales to the several boats of which Mr. Olney was agent, the Jupiter, Argo, Washington Irving, and James Guy?
A. I could not say the amount, know the amount of the Guy's.
Q. About what was the amount?
A. I could not say; it might be for the three other boats; the Irving, Argo, and Jupiter might amount to 300 or 400 dollars.
Q. In small amounts?
A. Yes, sir.
Q. You see Mr. Acaly sitting there; do you recollect of his getting a packing and things from you when the boats were in Newburn?
A. No, sir; I do not. I remember somebody but I can't recall the face.
Q. You recollect persons other than Mr. Olney coming there and getting goods?
A. No person but the engineers of the boat. Mr. Olney
39 would bring the man and introduce him, and tell us to furnish them to him. In one instance Mr. Olney came himself and bought for the Argo or Washington Irving, or both, some little packages.
Q. Who did you ever hear speak of the general credit of Mr. Olney before January, 1866?
A. Well, sir, I have heard George F. Needham.
Q. Anybody else?
A. Sir, sir, a young man named O'Donnel, who is employed, I think, by Mr. Olney, and who was in a great straight about a coal bill down there.
Q. Was he in Mr. Olney's employ?
A. He came into the store with the handbills of the line.
Q. Anybody else?

A. Not previous to January.

Q. Will you look upon that bill, (handing bill to witness;) was that bill not paid by draft?

A. No, sir.

Q. Are you quite sure of that?

A. Yes, sir.

40 *Redirect.*

Q. You say a little package was furnished; how much was it?

A. It was a small amount; it might be somewhere in the range of from 20 to 50 dollars. I don't know.

Q. Who is George F. Needham?

A. A merchant of one of the largest houses in Baltimore.

(Objected to; taken subject to objection.)

Q. What is the character of his house?

(Same objection.)

A. It is good.

Q. It is a large house?

A. Yes, sir.

Q. He is the backer of Young Tall?

A. I believe he is.

Mr. Goodrich offered in evidence books from the county clerk's office of Kings county, to prove that judgments were outstanding against Mr. Olney.

Taken subject to objection.

Libellant rests.

(Mr. Beebe, counsel for claimant, read in evidence the fol-
41 lowing depositons, the cross-examinations of which were read by Mr. Goodrich, viz: those of Alfred Buck, James Clark.)

Georges Olney, called as a witness, duly sworn, testified:

Ex'd.

By Mr. Beebe:

Q. How old are you?

A. 49.

Q. How long have you been connected with steamboats?

A. 25 years.

Q. Were you any time agent of any line of steamers called the People's Line?

A. Agent and proprietor together.

Q. Where did that line run?

A. From Norfolk, Virginia, to Newbern, North Carolina.

Q. About what time was it established?

42 A. It was, I think, about four months after the fall of Roanoke Island. I am not positive of the date, but it was during that summer.

Q. How many boats were running in connection with that line during the time it was running?

A. Steamer Washington Irving, Gazelle, Arrow, Jupiter, Argo, and James Guy, and the Falcon.

Q. How long did that line continue? When did it cease to run?

A. About last April. It might have been a litte earlier than that, but near that time.

Q. What business were they engaged in?

A. I had a contract with the government for the transportation of the mails from Norfolk to Newbern. I had a contract with the quartermaster general for carrying troops and stores; independent of that, we had all the citizens traveling in that part of the country.

Q. How was it? a large or small business?

A. I call it a pretty large business.

43 Q. Q. For 15 months before it ceased, what was the extent of it about?

(Objected to as immaterial. Taken subject to objection.)

A. My business for twelve months, that is with those seven boats and six barges I had connected with, was $64,736 98-100.

Q. What was the class of boats? About what tonnage how did they range?

A. They ranged as much as 300 tons down to as low as 147 tons; there was one a little smaller, now, that I think of it, the Arrow, but there were six large boats.

Q. You had a contract with the government for carrying off the mails?

A. I did at the Post Office Department.

Q. Whereabouts were the repairs done and materials for these boats obtained during the time they were running?

A. With the exception of one instance, all at Baltimore.

Q. How long was the line in operation?

A. Some of the repairs upon the Irving were made prior to my establishing that line; while she was under government charter.

44 Q. About how long was it in existence, after it was formed?

A. Somewhere in the vicinity of a year or fifteen months; a little over a year.

Q. During that time, what was the extent of the material repairs furnished to those boats in Baltimore?

(Witness refers to memorandum book. Libellant's counsel objects.)

Witness: I only ask the priviledge of looking at the papers I made at that time.

Q. I want to know about how much in amount was expended in Baltimore for repairs and supplies furnished to those boats during the fifteen months that the line was in existence, without looking at papers—work done in them?

A. I should judge somewhere about $40,000.

Q. What proportion of that was furnished at your own personal request?

A. The whole of it.

Q. How much of it was furnished upon time—upon a time credit agreed upon?

45 A. Over three quarters.

Q. During that time that those boats were running, were you or not constantly in receipt of money from the earnings of the boats?
A. I was.
Q. Have you still outstanding claims against the government?
A. I have.
Q. To what extent?
A. About $8,000.
Q. Now, come to this particular transaction. Where did you buy the James Guy?
A. I bought her in the city of Baltimore, at George Needham's office.
Q. Where was she at that time?
A. Lying at the port of Washington, 40 miles from there.
Q. How much did you give for her?
A. $6,000.
Q. In what way did you pay for her?
A. I paid $1,000 cash, and gave my notes payable at certain dates, apart; five promissory notes.
Q. Giving your own notes for her?
A. Yes, sir
Q. Did you get a bill of sale for her?
46 Not a custom-house bill of sale, for there was none to be had, but I go a bill of sale.
Q. Did you got into possession of her?
A. Yes, sir; on a regular bill of sale.
Q. On your notes?
A. Yes, sir.
Q. Were those all paid?
A. They were, sir.
Q. When did she get to Baltimore?
A. I shall have to refer to memorandum book. (Refers.) I kept a log all along. She arrived at Baltimore Tuesday, January, 16th.
Q. How long, at that time, had you known the Young Tall?
A. I had known him since the previous winter.
Q. Since the winter of 1865?
A. 1865.
Q. Had he done work for you before that time?
A. He had.
Q. And in all how much work has he done for these boats?
A. He did a job for the Washington Irving in 1865; in the
47 winter he did another job upon her; the succeeding spring he did a job upon the Jupiter, and some other small repairs.
Q. Amounting in the aggregate to how much, including the James Guy?
A. Between eight and nine thousand dollars; somewhere in that vicinity.
Q. How were those done, on credit or for cash?
A. Invariably upon credit.
Q. Now, after the arrival of the James Guy in Baltimore, did you have any agreement, or was anything said between you and Mr. Young Tall about repairs upon the James Guy?

A. The quartermaster general sent me a letter to Mr. Fardy, asking me to give the business to him. Mr. Fall saw me go down there, and he said "For God's sake, don't let him do the joiner's work; if you have to give him any of it, give him as little as you can help; give it to me."

Q. Did you say anything about credit?

Q. I told him it would be upon credit.

Q. Anything about drafts upon Mr. Mott.

A. He asked me if I would give him draft upon Mr. Mott.

48 I said I had no more funds in New York; that what I did now was my own matter, separate and independent from Mr. Mott in every respect.

Q. Was the question of time, as to what was to be the extent of credit, fixed?

A. I told him I would make it 60 and 90 days.

Q. Half at 60?

A. Part at 60 and part at 90.

Q. Under that did he go to work to do the repairs?

A. He did.

Q. When the work was completed, what was done?

A. He came to me and stated that he was very short of money, and that Mr. Needham was short, and that if I got that money at Washington he would give him money. I told him, should I succeed in getting the money, I would be very glad to discount it, but I did not get the money. He and his clerk came to my office, and these drafts were made.

49 Q. Where was the question of credit agreed upon?

A. It was a month after the purchase of the boat, before I got her to Baltimore, and he had visited me several times to know if he was going to have this work. I told him I had no more means that I could draw upon in New York; that I must do it from my own personal affairs; that I owned this boat now; that I had a bill at Washington, but that I must have credit, and if he did not give me credit Mr. Fardy must do it for me.

Q. What answer did he make?

A. He says, "I will give you as good credit as any man in Baltimore.

Q. Now, look at these drafts, and see if those were the drafts that you signed and accepted. (Drafts shown to witness.)

A. They are.

Q. This libel was filed on the 19th of May. At that time one of three drafts was not due.

A. The paper shows that.

50 How many different parties furnished you with materials and supplies in Baltimore?

A. About forty.

Q. Coal and all? I mean combined.

A. Yes, sir.

Q. You say three quarters of all that was on credit?

A. I think it would be safe to say seven eighths. I have the vouchers here and drafts that I paid.

Cross-ex'd.

By Mr. Goodrich;

Q. How long have you lived in Brooklyn?
A. I should think about 23 or 24 years.
Q. Continually?
A. No, sir.
Q. Are there any judgements against you in this city?
(Objected to; taken subject to objected.)
A. I suppose there are.
Q. Plenty of them?
A. I don't know how plenty. I failed some eight or ten years ago to the amount of $100,000, through the rascality of a partner.
Q. Are you solvent or insolvent now?
51 A. I am insolvent, I suppose.
Q. Have you been continually insolvent from that time till now?
A. I have never had a sufficiency of funds to pay all.
Q. You have been examined on supplementary proceedings?
A. I have.
Q. Did you defy me or any other lawyer to get any money out of you on supplementary proceedings?
A. I don't know that I defied any other lawyer. I know I defied you.
Q. Did those vessels stand in your name?
A. They did.
Q. Did they in July, 1866?
A. One did.
Q. Which one?
A. The steamer James Guy.
Q. Have you any bill of sale to show that?
A. I have.
Q. Where is it?
A. I think it is in my office.
Q. You have not got it with you?
A. I have not.
Q. Have you not the bill of sale by which you got the title?
52 A. I have an agreement by which I got the title.
Q. Will you produce it?
A. I have not got it here; it is in my office. I have an agreement from a man by the name of Stackpole, and a man by the name of Walley, and one other man, for the purchase of that vessel?
Q. The whole of it?
A. The whole of it.
Q. Have you got anything to show that?
A. I have notes.
Q. What sign was over your door when you transacted your business?

A. Barnum's Hotel.
Q. Had you not an office?
A. I had an agent there, but I seldom visited his office?
Q. Where was it?
A. It was where the Leary people had their office.
Q. What was over the door your name?
A. I think it was "People's Line." I don't know even if
53 there was a name. I don't recollect of seeing a name there at all.
Q. Did you send out bills?
A. I did; "George Olney, proprietor."
Q. Can you produce any?
A. I can produce papers in which it is advertised "George Olney, agent and proprietor."
Q. Was there no corporation called the "People's Line?"
A. No, sir.
Q. It was simply a name you used?
A. It was a cognomen of a combination of steamers, under which we did business.
Q. Who did business with you?
A. A man by the name of Marshall Parks was connected with me.
Q. Where is he?
A. He is a president of the Chesapeake and Albermale Canal Company in Norfolk.
Q. Do you know anything about his responsibility?
A. I do not.
Q. Whether he is solvent or insolvent?
A. I do not. I know he represented a great deal.
54 Q. Did you put any cash into that People's Line?
I owned two of the boats myself.
Q. Was there any money paid into that line?
A. No cash capital; property capital.
Q. There are suits pending against you in Baltimore now?
A. Not to my knowledge.
Q. Are there any suits pending against the People's Line?
A. Not to my knowledge.
Q. Have there been suits brought against the People's Line or against you in Baltimore?
A. Not to my knowledge.
Q. When have you been to Baltimore last?
A. I was in Baltimore last, I think, in April.
Q. Do you know of any effects being made in Baltimore to commence suits against you?
A. I am not aware of any.
Q. Or against any persons interested in that line?
A. I have answered the question. I have never heard of
55 any.
Q. Have the steamers been to Baltimore since that time; any of these four steamers?
A. What steamers?

Q. The James Guy.
A. No, sir.
Q. The Washington Irving?
A. No, sir.
Q. The Jupiter?
A. Yes, sir. I think it is there now.
Q. The Argo?
A. I don't think she was ever in Baltimore since I owned her.
Q. Has the line any property there in Baltimore now?
A. Unless you consider the Jupiter a part of the property.
Q. Is that their property?
A. I hold a claim against her for some $8,000.
Q. Have they any other property?
A. Nothing of much consequence.
Q. Little bills owed them?
A. No, sir.
Q. Does the line own the Jupiter?
A. No, sir.
56 Q. Do you own a house in Fort Green place?
A. I do not.
Q. You are living in the house there?
A. No, sir; in Elliott place.
Q. Do you own any real estate here?
A. No, sir.
Q. Any personal estate?
A. No, sir.
Q. In whose name is the title to the house in "Elliott place"?
A. My wife's.
Q. Your family have occupied that house for two years?
A. Ever since it has been built.
Q. How long has it been built?
A. Two years, or somewhere thereabouts.
Q. Your family have been constantly resident there?
A. My family and others.
Q. Your family have been there all the time?
A. My family has been there all the time.
Q. Where are the books of this line?
A. Some of the books were burned; some of them are sold.
Q. I ask as to books, not boats.
57 A. I have them in my office in New York.
Q. In making up the $164,000, is that all the money that has passed through the line's hands?
A. That is a synopsis that I sketched off hastily. The facts I had before the settlement I had made, and I wanted to keep within bounds; it might go over $2,000,000, if it is footed up.
Q. What does that include?
A. The vessel's moneys that I have received profits.
Q. Profits of what?
A. Profits of my business.
Q. Have you collected any money in Norfolk for other parties than yourself?

A. Designation a shape. I can distinctly understand it.

Q. You know an express company collects money for parties. Did you ever make any collections in Norfolk or Baltimore for any other parties but this line?

A. Not that I recollect. I might have collected some little matters, but it is not embraced in this.

58 Q. Does that embrace all bills furnished to the vessels?

A. To a great extent it does.

Q. What is not included in that?

A. Merchandize accounts.

Q. Merchandize brought by the line?

A. No, sir.

Q. What do you mean?

A. By myself for private speculation.

Q. Is that included in the $160,000?

A. It is.

Q. All your business?

A. That is the whole of my transactions.

Q. During the period named?

A. Yes, sir.

Q. Are there any claims outstanding against you in Baltimore other than those in suits before the courts and these several suits here?

A. I believe some small claims.

Q. Large claims, are they not?

A. Nothing to any extent.

59 Q. What is the claim made against you in the largest of these? Is there not one of $60,000?

A. It is the first, I ever heard of it.

Q. $50,000.

A. Never heard of such a thing in my life.

Q. What is the largest claim that is made against you? I don't mean what the amount of it is.

A. The largest claim that I am aware of is a claim of Clark for repairs on one of my vessels.

Q. What is that?

A. Less than $3,000.

Q. Were these vessels ever seized for repairs, or for materials furnished?

A. Your friend, Mr. Fall, attempted to, in Norfolk.

Q. You took them away from the marshall?

A. No, sir.

Q. Who did you take them from?

A. From what we call bumbaileff down there.

Q. She was then in custody?

A. No, sir.

60 Q. You took her away before they seized her?

A. I did.

Q. You anticipated that he was going to seize her?

A. I did.

Q. Which was that?
A. The steamer Washington Irving.
Q. When was that?
A. I am not positive. I think it was about May. I think I have memorandum of that. (Refers to memorandum book.) I have not the exact date, but it was early in the season, in the forepart of the summer; I think it was in May. I am not positive.
Q. Do you owe a bill at Barnum's Hotel, in the city of Baltimore?
A. I do.
Q. For the board of your family?
A. Partially.
Q. How much?
A. I boarded there the whole winter; the bill amounted to about $2,000; I paid it all, except the two last weeks' board.
Q. It is not $500?
61 A. My bills were $250 a week; it may be in that vicinity.
Q. Do you owe a bill to McDowell and Robinson?
A. I think there is a small bill.
Q. There is a claim of theirs against you?
A. Yes, sir.
Q. How much does that amount to?
A. It was something for the Washington Irving, I think. I do remember the amount.
Q. Did you give a draft for that Barnum bill?
A. I did on myself.
Q. And that was protested?
A. I have not seen it since.
Q. You did not take it up when it was due?
A. No, sir.
Q. You did not take up either of those bills of Falls?
A. No, sir; it is sued. I took up all the prior bills.
Q. What other claims are made against you in the city of Baltimore?
A. I have no memory that I can go by.
Q. There are a number of bills?
A. There are some few bills there against the steamer un-
62 paid, but a very small proportion of the amount that was paid.
Q. How much did the government pay you in all—I mean pay the People's Line—during this time?
A. I think somewhere about $60,000.
Q. That was for transportation of mails?
A. Yes; stores, troops, &c.
Q. Did you try to get these two drafts discounted—these two that have been produced here?
A. I told him I got the money I expected to get. I would discount them at 7 per cent.
Q. Did you not try to get them discounted?
A. No, sir; I never did; I never had but one draft discounted in Baltimore for me; my personal draft on my own application.

Q. Did John W. Mott own the Washington Irving?
A. You must ask him that question.
Q. I ask you the question.
A. That is a question I cannot answer. The most of the
63 money I drew on Mr. Mott for.

Q. Did Mr. Mott own the Washington Irving?
A. I can't answer the question.
Q. Did you own it?
A. I did not.
Q. Were you authorized to draw on Mr. Mott for the bills for the Washington Irving?
A. I was after making arangements with him and placing funds in his hands.
Q. Were you the owner in the Washington Irving?
A. I told you before I was not.
Q. Were you in the Jupiter?
A. I was the charterer.
Q. The Argo?
A. The sole owner.
Q. Did you represent yourself to be the owner of these vessels?
A. Of those which stood in my name and no others.
Q. Did you not represent yourself to be proprietor of that line?
A. Proprietor and agent.
Q. Did I not understand you those bills were "People's Line," George Olney, proprietor?
64 A. Yes, sir.
Q. Did you own any other vessels?
A. I owned the "Argo" and "James Guy," I chartered others.
Q. Did you not tell Mr. Davidson that you owned the Jupiter?
A. I did not.
Q. While she was lying at Needham's wharf did you not state to him you owned it?
A. No, sir; the only thing I stated was that I had a provisionary claim in my charter, that I could take her up if I wanted her.
Q. Did you tell Mr. Davidson in Baltimore that you owned the Jupiter?
A. I most emphatically say no.
Q. What were the expenditures of that line during the time you estimate the receipts were $164,000?
A. The expenditures were a good deal more than the receipts.
Q. The People's Line of steamers made no money then?
A. I lost more money then I gained in operations I went into.
Q. How much?
A. I never figured it up.
65 Q. When did you commence?
A. I commenced to lose as soon as I got the Jupiter.
Q. When was that?
A. It was in the fall of 1865.
Q. How much did you lose on the Jupiter?

A. I have estimated to be about $35,000.

Q. How did you lose on her?

A. She was an old blockade runner, and I spent a great deal of money on her.

Q. Did you sink money in all?

A. The Argo made money.

Q. Did you sink money in the James Guy.

A. I never balanced very closely; I know she lost money.

Q. How much did the People's Line lose?

A. I don't know how much Marshall Parks lost.

Q. How much did you lose, $40,000?

A. I should think full that.

Q. $50,000?

A. I should think $40,000.

66 Q. Where did you keep your bank account in Baltimore?

A. In my pocket.

Q. You kept no bank account?

A. I had some little collections with McKeim; I used to deposit drafts for collection there.

Q. You had no bank account there?

A. No, sir.

Q. Did the People's Line have a bank account?

A. No.

Q. I want to know the amount of outstanding claims against the People's Line, or you, or these persons, during the time you were running the People's Line, or running the steamers from Baltimore.

A. I don't consider anything about it. I know nothing is outstanding against it, for I made every transaction in my own individual name.

Q. How much is claimed against you?

A. I could not answer the question.

Q. Do they amount to $100,000?

A. No, sir.

Q. $50,000?

67 A. No, sir.

Q. $40,000?

A. In the case of the Jupiter, I don't know how much damages they will try to get against me; her whole value was only $25,000.

Q. What claims have they against you, exclusive of the Jupiter?

A. Well, I should not think they would exceed $10,000.

Q. How much are the claims on the Jupiter against you?

A. I never have heard.

Q. Do you mean to say you received $164,000 in that time in cash?

A. I did.

Q. What has become of that money?

A. I have sunk the whole of it, and more too.

Re-direct.

Q. What was the extent of the alterations that were made in the James Guy?

A. About $10,000.

Q. How much of that was for cash, and how much on credit?

A. About three-quarters credit.

68 Q. You spoke about some outstanding claim against the Jupiter. What do you refer to?

A. They chartered me that vessel to be staunch and strong. I laid out on her somewhere about $8,000 to fit her for the business; she sprung aleak and proved incapable, and I threw her on the hands of the charterers, and brought a suit against them.

Q. You don't mean to say you owe anything on account of the Jupiter?

A. I do not.

Re-cross.

Q. What became of the Jupiter?

A. I had her libelled and lain up in Baltimore, the last I knew of her.

Q. Was she run ashore?

69 A. She was run ashore a good many times.

William J. Healey, a witness for respondents, being sworn, testified:

Examined.

By Mr. Beebe:

Q. Do you know the steamer James Guy?

A. I do, sir.

Q. Were you in Baltimore at the time she arrived there in January, 1866?

A. Not when she arrived, sir.

Q. What time did you reach there?

A. Saturday night, the 20th of January; I arrived on the steamer Jupiter.

Q. From where?

A. I took the steamer Jupiter from New Haven to Baltimore.

Q. How long had you been on this line.

A. Since the latter end of August, or 1st September, 1865.

Q. In what capacity?

A. As purser for the boats of the line.

Q. Was the business large that they were doing?

A. Very large.

Q. What was its general character?

70 A. Carrying passengers, at ten dollars a head, which was a very large fare, and carrying government transportations, and troops, and stores, Freedmens' Bureau stuff, post-office mails,

Q. How many boats were on the line after you came there?

A. When I got there, there was the Jupiter, Argo, Washington Irving, Gazelle, Clinton; and the Falcon was there for a day or two.

Q. And those were engaged in running a regular line?

A. Between New and Norfolk, and vice versa.

Q. Where were the repairs done?

A. In Baltimore.

Q. Had you know Mr. Young Fall before you arrived in Baltimore, in January, 1866?

A. Yes, sir.

Q. Had he done work for Mr. Olney before that time on these boats?

A. He did, sir.

Q. Were you present, after your arrival at Baltimore, when
71 the matter of his doing the work on the James Guy was talked of and agreed to?

A. I was, sir; when they had some conversation in regard to it.

Q. I mean on the question of credit?

A. Yes, sir.

Q. Will you state what you heard Mr. Fall say, and what you heard Mr. Olney say?

A. On Tuesday morning, January 23rd, 1866, I left Barnum's Hotel, where I was stopping with Mr. Olney. We walked together over to where the James Guy was in the docks; and when we reached there I found Mr. Fall there. I went up on board of the vessel; she was on the dock. Mr. Olney was showing me, with Mr. Fall, what they were going to do—to put a lower cabin stairs, and a circular cabin into her. We stood on port-hand guard. They were preparing to make an office in her on that guard, and he, (Fall,) asked Mr.
72 Olney if he had heard anything in regard to the money. Mr.
73 Olney says "No, I have got no more money in Mr. Mott's hands;" and then Mr. Fall remarked he would give him as good time as any man, or give him all the time he wanted; I cannot remember the exact words.

Q. Did you hear anything said by Mr. Olney as to on whose credit the work must be done?

A. He said he would give him his own notes for it.

Q. Was anything said about Mr. Fardy doing the work?

A. Yes, sir; Mr. Olney said Mr. Fardy wanted the job, and Mr. Olney had received a letter from Mr. Wise, in Washington, to give the job to Mr. Fardy, and Mr. Tall said no, that he could do the work as well as Mr. Fardy.

Q. You are a son-in-law of Mr. Olney?

A. I am, sir.

Q. What has been your business for the past five years?

A. I have been book-keeper and paymaster in the United States navy.

74 Q. Have you not been a bar-keeper?

A. No, sir.

Q. Were you not engaged in that business?

A. I was when a boy, not within five years.

Q. Were you not engaged in Montague street, in the hotel opposite, in that saloon on the corner of Montague and Court streets, or just below?

A. I worked there for a short time.

Q. When were you there?

A. Somewhere in 1855; I was a mere boy.

Q. When you say you heard this conversation between Mr. Olney and Young Tall aboard that boat, were they working then on the boat?

A. Mr. Tall was not working; he was standing in his shirt sleeves.

Q. Was Mr. Tall's work going on there?

A. It had just commenced the day previous, I believe.

75 Q. Do you swear positively that it only commenced the day previous.

A. I don't swear to anything of the kind. They had just laid out the job; the men were there, but whether they were putting up the work, I do not know.

Q. That was the first day you were aboard the vessel.

A. Yes, sir.

Q. You have reference to the work of Mr. Tall.

A. Yes, sir.

Q. You don't know how long before that Mr. Tall had been working?

A. No, sir; I do not.

Q. But he had already commenced the work when that conversation occurred.

A. I did not say so.

Q. You are positive about that?

A. I am positive of the date I was on board.

Q. And Mr. Tall was in his shirt sleeves working about?

76 A. I did not say Mr. Tall was working; there were men there, but whether putting up the work or not, I do not know.

Q. Did you not say anything to [to] Mr. Olney about Tall's work going on?

A. Nothing more than the stairs.

Q. Was any work done?

A. The hole was cut in the deck.

Q. Are you the present owner of the [the] vessel?

A. I am, sir.

Q. When did you buy that boat?

A. I bought the boat in Norfolk.

Q. You knew Mr. Tall had been doing this work?

A. I did.

Q. And you knew that it was not paid for?

A. I did not, sir.

Q. Did you know it had been paid?

A. I did not, sir.

Q. Did you know Mr. Tall had claims against the vessel?

A. I did not know anything about the work. I knew Mr. Tall had done work, but I did not know anything about his bill.

77 Q. You knew Mr. Olney had been running large bills on that vessel.

A. I knew he had large bills on the vessels and paid them.
Q. All?
A. Every one. I know he had paid drafts for them.
Q. Only by drafts?
A. He may have paid money; I don't know.
Q. Were you connected with this People's Line?
A. Yes, sir; I was general purser of all the boats.
Q. You were familliar with all its pecuniary matters?
A. Yes, sir.
Q. You swore to the answer?
A. I presume I did.
Q. Have you read it?
A. I have not yet.
Q. You have not read the answer?
A. I have read it once; but I can't tell you the exact words now.
Q. Did you read it over before you signed it?
A. Yes, sir.

78 Q. Did you not know that there were any claims against them then?

A. No, sir.
Q. How much money did you pay for the James Guy?
(Objected to.)
A. $12,000.
Q. In what?
A. In funds—current funds.
Q. Where did you get the current funds?
A. I earned it.
Q. How long have you been in business?
A. Ever since I was a boy eight or nine years age.
Q. How old are you now?
A. 29.
Q. How long have you been in the shipping business?
A. Since last October, August, or September. I told you before.
Q. 1865?
A. Yes, sir.
Q. Did you then go into this business of the People's Line?
A. As general purser of the boats.

Q. Had you any interest in the line?

79 A. No more than that.

Q. Did you put any capital into it?

A. No, sir.
Q. Where had you your money invested at that time?
(Objected to.)

Questions by the court:

Q. You say you left the hotel and went down to the boat at the time you saw Mr. Tall there?

A. I left the hotel immediately after breakfast in company with Mr. Olney?

Q. And went where?

A. We went immediately across Light street, and down a street immediately opposite, passed the fort, and round to where the Guy was on the dock; she was high and dry, then. I got up the ladder. Mr. Olney wanted me to see the boat. I went up on deck. I passed through the port gangway, and came across; he was with me. There we met Mr. Tall, and he was showing him some work round
80 which they were doing. They had cut a hole underneath the stairs, and I heard them talking about this; it was not directly to me.

Q. When you went aboard you saw this Mr. Tall there, and the hole was then cut in which the stairs were put?

A. They were not put in there yet; they were about to put it in.

Q. How long did you stay there at that time?

A. I staid until pretty near noon, I think.

Q. How long after you got aboard was it this conversation you swear you heard took place?

A. Well, I judge about half an hour after we went aboard.

Q. What other work was doing on the Guy?

A. They were laying out a circular base, like, to place the cabin on, marking a circle round and laying out where the hall would come; there was no work done yet at all.

81 Q. No carpenter work being done?

A. No, sir; I beg your pardon; Mr. Fardy's men were there, as I understood, down fixing the rudder; them, I understood, were Mr. Fardy's men.

Further cross-examination.

Q. You spoke of a circular place for the cabin being laid out?

A. Yes, sir.

Q. That was part of Mr. Tall's work?

A. That I don't know; it might have been blacksmith's work for all I know.

Q. Do you know what price Mr. Olney paid for that boat?

A. He has told me. I only know it by his word.

Q. Do you know what repairs were laid out, including that work?

A. Yes, sir; $9,400, as near as I can estimate; that is, cash and notes.

82 George Olney recalled and testified:

Ex'd.

By Mr. Beebe:

Q. When you settled with Mr. Tall did you take his receipt?

A. I did.

(Bill produced and objected to.)

Q. Was Young Tall present when that receipt was given?

A. He was; that was written in my own room, in the hotel in Baltimore—that in red ink.

(Bill marked for identification, Exhibit X.)

Q. Did the work that was done upon that vessel in any way add to the seaworthiness of the boat?

A. By Young Tall?

Q. Yes?

A. Not one particle.

Q. What were the alterations?

A. To make her more available for carrying passengers.

83 Marshall S. Davidson recalled and testified.

Exam'd.

By Mr. Goodrich:

Q. You heard Mr. Olney testify that he never told you he bought the Jupiter in Baltimore. Did Mr. Olney ever tell you, while that vessel was lying at Needham's wharf, in Baltimore, that he had bought the Jupiter?

(Objected to by counsel for respondent.)

(Libellant's counsel offers to prove that Olney made representations in Baltimore which were false, and which would go to establish his credit there.) Excluded. Exception.

84

85 U. S. District Court, eastern dist. New York.

YOUNG TALL,
vs.
THE STEAMBOAT "JAMES GUY," &c.

Before Hon. Judge Benedict:

DECEMBER 5TH, 1867.

86 Mr. Beebe said he understood that the case of Young Tall was closed, and that the case of Davidson was now on. Mr. Goodrich said he proposed to put Mr. Young Tall on the stand to contradict the testimony of Mr. Olney, particularly in regard to the receipt. Mr. Beebe objected to the case being opened. The court decided that the case could not be opened, but Mr. Young Tall could be recalled to explain in regard to the receipt, as that was special matter.

Direct examination.

Young Tall recalled.

By Mr. Goodrich:

Q. Look at the bill marked Exhibit X. Is that the bill rendered by you?

A. Yes, sir.

Q. Are those words, "March 8, 1866, received payment by draft, at 60 and 90 days, $1,250 each," in your hand-writing?

87 A. No, sir.

Q. Did you ever see that on that bill?

A. I never did.

Q. Did you know that those words were written in above your signature?

A. I did not.

Q. Did the clerk who signed that have any authoriity to write any such thing in?

A. Not at all.

Q. Was the giving of the drafts mentioned in that paper, before or after the James Guy had left the port of Baltimore?

(Objected to by counsel for respondent.)

Q. Do you know when the vessel left the port of Baltimore?

A. She left after I got the draft. I got the draft after she left.

By the Court:

Q. Were you present when that receipt was given?

A. No, sir.

Cross-ex'd.

By Mr. Beebe:

Q. Who is your young man?

A. My brother.

Q. The man who keeps your books?

A. No, sir; he works for me.

88 Q. Did not you say he made all the charges in your books when you were sick?

A. Yes, sir.

Q. He went to the hotel for the purpose of settling with Mr. Olney.

A. He went up there with a bill.

Q. With your knowledge.

A. Yes, sir.

Q. And brought back the drafts.

A. He brought back the drafts, and I saw them the next day.

Q. You took them?

A. Yes, sir.

Q. You say that you got these drafts after the boat was gone.

A. Well, I tell you one thing about that.

The Court. Answer the question.

A. She was not from the city of Baltimore; she went from Light street wharf to Locust Point, and lay there until the next day, and perhaps two or three days.

Q. You knew she was gone when you took the draft.

A. She was gone from Light street wharf.

89 Mr. Goodrich proposed to examine the witness, Young Tall, in all the cases, except his own, to impeach Mr. Olney.

(Objected to. Objection sustained.)

Direct ex'n.

Henry G. Hazen called for libellant, sworn.

By Mr. Goodrich:

Q. You reside in Baltimore.

A. I do.

Q. What is your business?

A. I have been following ship building.

Q. You are now holding some public office?

A. I am supervisor and inspector of the 3rd district of the United States.

Q. Do you know George Olney?

A. I do, sir.

Q. Do you know his reputation for truth and veracity?

A. Well, I know Mr. Olney.

(Respondent's counsel objected that the form of the question should be whether the witness is acquainted with Olney's general character, as to truth and veracity.)

Q. Do you know his general character for truth and veracity?

A. I have been acquainted with Olney some two years. I have worked for Mr. Olney.

90 The Court. The question is whether you know his general character.

A. I know what I have heard reported of Olney, that is all.

Q. Is it good or bad?

A. Well, there is a difference of opinion among people; our people, as a general thing in Baltimore, think that Olney has not treated them right.

Question repeated.

A. As far as I am concerned, I am free to say to you that Olney did not deal square and honestly with me.

Q. Do you know his general character for truth and veracity?

A. It is not any better than it ought to be, as far as I understand.

Q. From what you know of his general character for truth and veracity, would you believe Olney under oath?

A. This is a very nice point for a man to make.

Q. Is his character good or bad for truth and veracity.

A. It is not good, it is bad.

91 Q. From what you know of Mr. Olney's character for truth and veracity, would you believe him under oath?

A. That is a very nice point for a man to answer.

Q. Give me what answer you have to give.

A. Well, judging from the way he treated me, I would not.

Q. I repeat that same question; from what you know of his general character, would you believe him under oath where his interest was concerned?

A. I would not.

Cross-ex'd.

By M. Beebe:

Q. Have you done work for him?

A. Yes, sir.

Q. Have you received time drafts from hin?

A. I received time drafts from him; yes sir.

Q. How much work have you done for him?

A. I cannot tell you exactly.

Q. About how much?

92 A. Well, Mr. Beebe, that is a very hard question for me to answer, and I will give you the circumstances.

Q, Give me about how much.

A. I should say somewhere in the neighborhood of $1,500 or $2,000.

Q. Where did you do work for him first?

A. In Baltimore.

Q. When?

A. I think it was in spring of 1865, if my memory serves me.

Q. When did you do the last?

A. I could not tell you.

Q. Did it continue into the winter of 1866?

A. I think it did. I would not say positively.

Q. When have you ever heard anybody say anything against his character, as a man of truth and veracity?

A. Well, I have heard in the spring of 1866, I think so.

Q. Who did you hear say it?

A. I don't like to say.

Q. I must insist upon it.

A. My partner said that Mr. Olney did not treat him as he
93 agreed to, and did not do as he agreed, and another gentleman whose name was Buck, who was a coal man.

Q. Who has been examined as a witness here.

A. I don't know.

Q. He was the agent or president of a coal company.

A. Yes, sir.

Q. Is Alfred Buck the name of the person?

A. Yes, sir.

Q. What did you hear Mr. Buck say?

A. Mr. Buck said Olney had not done as he agreed, and he would not trust him.

Q. When did he say that?

A. I could not give you the date.

Q. Can you give any date, or anywhere near?

A. I cannot tell. I met him on the street, and he asked me about Olney, and if I had been working for him.

Q. That was in 1866?

A. Yes, sir.

94 Q. Had you got through doing work then?

A. I think I had.

Q. Are you quite sure?
A. I would not swear positively.
Q. All that Buck said was, that he did not think he had done with him as he ought to, and he would not trust him.
A. Yes sir.
Q. That is all?
A. Yes, sir.
Q. Have you heard anybody else?
A. I don't know that I can say positively that I have. I know there was general talk in Baltimore.
Q. Can you give any other name?
A. I would not propose to do that now.
Q. Can you?
A. I could, possibly, if I should think.
Q. We will give you plenty of time.
A. I do not say that I will.
The Court. You must give the names of the persons, or say you do not recollect them?
A. Well, I don't recollect them.
95 Q. Is Mr. Olney indebted to you in any sum?
A. A small sum.
Q. About how much?
A. About $148.
Q. Just look at these bills. There is a bill for $190 16, received payment by draft at 60 days from date, dated December, 1865.
A. Yes, sir; that is the first bill, I think.
Q. There is another bill for $251 74.
A. Yes, sir.
Q. There is one for $44 15.
A. Yes, sir.
Q. One for $1,673 85?
A. Yes, sir.

Redirect.

Q. Is your claim against the boat or against Olney?
(Objected to; objection sustained.)

B. G. Neff, called for libellants, sworn:

Direct examination.

By Mr. Goodrich.

Q. What is your business?
A. Ship-chandler, 32 South st., New York.
Q. How long have you been about the ship business in New York?
96 A. About ten years.
Q. Do you know George Olney now present?
A. I do.
Q. Do you know his general reputation for truth and veracity?
A. Well, I do not.

Charles F. Gilmore, called for lib'l, sworn:

Direct examination.

By Mr. Goodrich:

Q. What is your business?

A. Steamboat ballaster; 32 South st.

Q. How long have you been in New York?

A. Eight or nine years.

Q. Do you know George Olney now present?

A. Yes, sir.

Q. Do you know his general reputation for truth and veracity?

A. By report.

Q. Is that reputation good or bad?

A. In business transactions I here some parties talk pretty hard against him.

Q. Is his general reputation for truth and veracity good or bad?

A. From what I have heard I shall put it down bad. I cannot speak for myself.

97 Q. From what you know of his general reputation for truth and veracity, would you believe him under oath, were his interests were concerned?

A. I never done any business with him.

Question repeated.

A. I would not like to answer that question.

The court. You must answer it.

A. As far as I am concerned, I would believe him under oath.

Q. Where is interest was concerned?

A. I do not like to speak for other parties.

Q. Where his interest were concerned, would you?

A. If all reports are true, I could not believe him.

Cross-examination.

By Mr. Beebe:

Q. You say you never had any business transactions with Mr. Olney.

98 A. To the best of my belief, I have not; if I have, it has slipped my mind.

Q. Have you heard anything more than that in business transactions he was not reliable?

A. I have always heard he would get the best of a man if he could.

Q. He would get the best of a bargain?

A. He would get men to work for him, and they would do the work, and then he would do them out of the money.

Q. Did you ever hear anything said about his character for truth and veracity; whether he would swear to a lie?

A. I have heard men say thus; would not believe him under oath.

Q. Who?

A. Reuben Lighthall.

Q. Who is Mr. Lighthall?

A. He is a man that owns the steamboat General Lawrence, jr.
Q. A steamtug man.
A. Yes, sir.
Q. Did Olney owe him any money?
99 A. He says so.
Q. When did you talk with Mr. Lighthall?
A. I have not seen him inside of six weeks. I met him in South st.
Q. When did you talk with him, or he with you, about Olney?
A. Maybe three or four months ago.
Q. Can you fix any time?
A. I cannot exactly.
Q. In a year?
A. Yes, sir; in a year this fall.
Q. What did Mr. Lighthall say?
A. He said that George robbed him out of some money some way.
Q. Was there anything else that he said?
A. He would not believe him under oath.
Q. Was there anything brought up why he would not believe him under oath?
A. Nothing more than business transactions.
Q. Did he say anything more than that?
A. Not to me.
Q. Is there anybody else?
100 A. Not that came out so point blank as Lighthall?
Q. Who have you heard say anything about his character for truth and veracity?
A. Well, I have heard quite a number along South st.
Q. Who?
A. In a business way, I guess, John Schenck of 85 South st.
Q. Who is he?
A. A steamboat man.
Q. A steamtug man.
Q. Yes, sir.
Q. When did you ever talk with Schenck, or he with you, about Olney?
A. I never had much to say to him, but overheard some conversation he had with another gentleman.
Q. Who was that gentleman?
A. A man by the name of Manning, if I mistake not.
Q. Who was Mr. Manning?
A. I don't know whether he is a clerk or one of the part-
101 ners in the same building your (Mr. Beebe's) office is in, 72 or 80?
Q. My office is 74 Wall st.
A. 74 Wall st., then. I understand his name is Manning.
Q. Who's office is he in?
A. Mr. Goodrich's office; there is where he belongs.
Q. Is his name Marion?
A. Mr. Marion.
Q. And you and Schenck and Marion were there together?
A. No sir; we were in South st. together.

Q. Then he met Marion in South st.?
A. Marion met Schenck in South st.
Q. How came you there?
A. I was standing overhearing there conversation.
Q. What was it?
A. This gentleman was asking Schenck about Olney, and John told him it was rather a [a] difficult question to ask him whether he would believe him under oath; but when it came to business matters I don't know what to say, whether I would or not.
102 Q. He wanted Schenck as a witness?
A. He did not make the proposition.
Q. You knew he wanted him as a witness.
A. Not at that time.
Q. Schenck is here in court?
A. Not that I know of.
Q. Look around and see if he is here?
(Witness looks around the court-room.)
A. No, sir; I do not see him.
Q. Did Mr. Marion talk with you about coming with you as a witness in the presence of Schenck?
A. No, sir.
Q. He did not say anything to you?
A. Not to me.
Q. Is there anybody beside John Schenck that you can state?
A. No. sir.

Marshall T. Davison, called for libellant, sworn.

Direct ex'n.

By Mr. Goodrich:

(Mr. Beebe, counsel for respondent, objects to the witness being examined, on the ground that he is a party to one of the suits. Mr. Goodrich, counsel for the libellant, said he proposed to offer
103 witness only in those cases that were not his own.)
Q. Do you know George Olney?
A. I do.
Q. Do you know his general reputation for truth and veracity?
A. From report, I do.
Q. What is that reputation for truth and veracity?
A. Very bad.
Q. From what you know of it would you believe him under oath when his interest is concerned?
A. I would not.

Cross-ex'd.

By Mr. Beebe:

Q. You have got a writ against the Guy?
A. I have.

Q. You are one of the parties litigant?
A. Yes, sir.
Q. Where are you living now?
A. Brooklyn.
Q. What business is he in?
A. Mercantile business, in New York City, 84 John st.
Q. What is the character of your business?
104 A. Supplying railroads and steamboats with machinery and tools, and supplies generally.
Q. When did you first become acquainted with Mr. Olney?
A. I have known him for a number of years.
Q. About how long?
A. I dont remember.
Q. Well, about?
A. I don't remember.
Q. One year?
A. Yes, sir.
Q. Two years?
A. Yes, sir.
Q. Three years.
A. About two years.
Q. About two years ago you first became acquainted with him?
A. To speak to him. I have been acqainted with you a long time, but not to speak to you till the other day.
Q. Have you ever had any work from him?
A. I have sold him goods.
Q. What time did that cover?
A. I don't understand your question.
Q. Over what time did it extend that you were selling him goods?
105 A. Well I think two years and a half ago.
Q. Did you take time-drafts from him?
A. No, sir.
Q. Or any one?
A. I took a draft for $60 on John W. Mott. I would not trust Olney.
Q. Had John W. Mott accepted the draft at the time?
(Counsel for libellant objects that the examination is not a proper cross-examination; not being confined to matters drawn out on the direct. Objection overruled.)
A. Are you willing that I should give the details?
Q. No, sir; I ask simply that question. Do you mean to say that at the time you took a draft on time from Olney on Mott, that Mott had accepted?
A. The draft was so small that I did not care much whether I lost it at all.
Q. Was it accepted?
A. No, sir; it was not.
Q. How much time was it?
A. I have forgotten.

106 Q. What was the extent of the work you had done for him?

A. That time I took the draft it was 60 odd dollars.

Q. Now, I mean, altogether?

A. I cannot tell you.

Q. About how much?

A. I would not cover $700.

Q. Up to what time did that extend?

A. Up to Mar. 7, 1866.

Q. When did you first hear anybody speak against his character for truth and veracity? I don't ask about his business dealings; I am now talking about his character for truth and veracity?

A. They are too numerous for me to speak of; it is proverbial.

Q. The question is when?

A. I cannot say when.

Q. Can you approximate to any time?

A. It is within the years 1865 or 1866.

Q. Can you tell which of the years?

A. I cannot.

107 Q. Can you tell what time in either year?

A. I cannot.

Q. Can you tell who was the first person you ever heard speak as to his character for truth and veracity?

A. Yes, sir.

Q. Who?

A. Mr. Loud.

Q. Who is he?

A. It is now the firm of Loud & Co.

Q. Where?

A. At the corner of Pratt street and South; South street, I think.

Q. Where, in Baltimore?

A. Yes, sir; I don't remember the exact location.

Q. What is his business?

Ship chandler.

Q. Did he say Mr. Olney owed him anything?

A. No, sir.

Q. How came the conversation about between you and Mr. Loud?

A. He came in my place of business andasked me if I was doing anything for the boat; which boat at that [that] time I have forgotten. I cannot say whether I told him I was or was not. At

108 all events, afterwards, I did, however, and he said that they had had some orders from him, and they would just as soon not have them; that he was a doubtful case; that it emplied that.

Q. Is that all.

A. That is about all.

Q. Now, then, who next?

A. I have heard a good many interested parties.

Q. I want to know who they are?

A. The proprietor of Barnum's hotel, Mr. Dorsey, Mr. Sweeney, Mr. Schumaker, and Mr. Earlaker. Mr. Dorsey is proprietor, and those other gentlemen are clerks.

Q. When did they talk with you?

A. I was boarding at the hotel from the month of April to the 15th of June, this spring.

Q. What did Mr. Dorsey say?

A. He said he had given him a draft for his board bill, and borrowed money, and wine bill, &c., and that draft had not been paid; it had been protested; was never paid; and that Mr. Olney had
109 been there after the thing, and was very much surprised at it not being paid, and promised to make a settlement of it.

Q. Anything else?

A. That is about all.

Q. The clerk said about the same thing?

A. Yes, sir; only still harder.

Q. Anybody else?

A. Robinson, a carpet dealer.

Q. When did you ever talk with Mr. Robinson?

A. He talked with me; he came and approached me, knowing I was a New Yorker.

Q. When?

A. When I was boarding at the hotel.

Q. When was that?

A. Some was from the 1st of April till the 15 of June.

Q. That is as near as you can come?

A. Yes, sir.

Q. What did Robinson say to you?

That he had run a bill there and had not paid it. That is about all. That he had promised to pay it in about fifteen days.

Q. Anybody else?

110 A. That is all.

William A. Husted, called for libellant, sworn.

Direct ex'm'n.

By Mr. Goodrich:

Q. You are of the firm of Husted & Carrol, of this city, carpet men?

A. Yes, sir.

Q. Do you know George Olney, at my right hand here?

A. Yes, sir.

Q. Do you know his general reputation for truth and veracity?

A. His general reputation.

Q. His general character for reputation for truth and veracity?

A. I don't know as I know his general reputation.

Q. You have heard reports about him?

A. Yes, sir.

Q. By the Court: Do you know the character which he bears among men in society for truth and veracity?

A. As a general thing I don't know, as I could say.

Q. You have heard it spoken of?

A. I have by others.

Q. By various persons?

A. Well, I think I have heard it spoken of by more than
111 one. I could not say how many.

Q. Is his general reputation or reputation which he bears, so far as you know, good or bad?

(Objected to; objection sustained.)

Q. How many have you heard speak of it?

A. Well, I will say two or three, perhaps more.

Q. Was the subject of that conversation his general character for truth and veracity?

A. Well, sir, I don't know that it was a general thing.

Q. Was the repute which he bore among men spoken of?

A. These parties said they had no confidence in his character for truth and veracity; would not believe him. These things were talked of among us business men, and is natural for business men in the same street, if they know anything of a person that effects his credit it is passed between us.

Q. Do you know what his character is?

A. I have had a good deal of experience.

Q. Do you know his general character among those who know Olney?

112 A. When you say general character it is pretty hard.

By the Court: You can tell whether you know the character that Mr. Olney bears among men of your acquaintance that know him, for truth and veracity; do you know that character?

A. Yes, sir; I do.

Q. Is it good or bad?

A. It is bad.

Q. From what you know, would you believe him under oath where his interest was concerned?

A. Myself?

Q. Yes.

A. I would not.

Cross-examined.

By Mr. Beebe:

Q. Is that based upon your own experience or what other folks said of him?

A. My own and others.

Q. Is it not principally out of difficulties that have existed between him and yourself?

A. It is, perhaps, out of experiences that we have whatever transpired between Olney and myself and between other houses.

113 Q. You have had personal difficulties with him?

A. Yes, sir.

Q. He has had a suit against you?

A. I don't know but he has. He has not a suit against us. I think there has been suits both ways.

Q. Both sides? One sueing and the other sueing?

A. I think that he has never sued. I think his wife has sued the firm.

Q. You have had personal difficulties?

A. Yes, sir.

Q. Who have you heard say anything against him? I don't mean in regard to his business, but I speak simply in regard to his character as a man of truth. I don't mean promising to pay and not paying, because a great many men this would to whom you could associate with in church. I speak of a man who is notorious; who lies for the love of it. Who have you heard speak of his character?

A. Well, I have heard, I think, Mr. Sutton.

Q. Who is Mr. Sutton?

114 A. He is a furniture man in the—

Q. Did he say Olney owed him?

A. He did not say.

Q. How did the conversation come up?

A. It came up in a business transaction, in a business way. He came to our house to enquire for him.

Q. Came to you as reference?

A. Yes, sir; men came to me to give me information. If one merchant in the street finds out anything against the person that his credit is not considered good he comes and tells.

Q. He came and told you, did not he, that Olney's credit was not good?

A. Yes, sir.

Q. Is that all?

A. No, sir.

Q. What was it?

A. He had no confidence in his word whatever.

Q. Is that what he said?

A. I think, as near as I can get at it.

Q. When was it?

A. Two or three years ago.

Q. Where was Olney at that time?

A. I cannot tell you.

115 Q. Had you seen him for some time?

A. I saw him frequently.

Q. Was not he out of the State?

A. I don't recollect.

Q. Do you remember his being absent almost a year?

A. I recollect of hearing of his being down at Fortress Monroe.

Q. Can you tell what time he was absent from this city without referring to it?

A. No, sir.

Q. Can you tell what time elapsed between the times of your seeing him, or form any estimate of it?

A. No, sir.

Q. Can you name anybody else?

A. Mr. King.

Q. Who is Mr. King?

A. Collector.
Q. Internal revenue collector?
A. Collector for merchants.
Q. You mean he collects debts?
A. Yes, sir.
Q. He is a collector of claims?
A. Yes, sir.
Q. Where is his place of business?
A. He collects for us a good deal.
Q. Where did you have a talk with him about it?
116 A. A long time ago—three or four years.
Q. Is there anybody else you can state?
A. I don't recollect any one in particular. I have heard Mr. Baldwin speak of him.
Q. Who was Mr. Baldwin?
A. He was a man that had a mortgage on some boats in New York.
Q. When was that?
A. Along about the same time.
Q. Three or four years?
A. Perhaps so.
Q. Cannot it be seven years ago?
A. Our experience with Olney have all been within seven years.
Q. When you talked with Mr. Baldwin, was it not seven years ago?
A. I think not.
Q. Cannot you fix the date?
A. Three or four, or four or five years.
Q. Can you say it is short of four or five years?
A. I don't know that I could.
Q. It was a complaint that Olney had not paid the mortgages?
A. That he did not keep his word.
117 Q. About paying him his mortgages.
A. I think so.
Q. Anybody else?
A. Well, I don't recollect any one else in particular.

Redirect.

This suit of which you spoke was by Olney's wife, and not by Olney personally?
A. I think it was.
Q. Was Mr. Olney a witness in that case?
(Objected to.
A. I forget the particulars. There was considerable ligitation between us, one way and another.
(Libellant's counsel said he would call on no more witness upon this point.)

Cyrus P. Smith, called for respondent, sworn:

Direct exam'n.

By Mr. Beebe:

Q. Do you know Mr. Olney?
A. I do.
Q. How long have you known him?
A. I suppose some ten or twelve years.
Q. Do you know those who know him?
A. I presume I do a good many.
Q. Are you acquainted with his general character as a man
118 of truth and veracity?
A. I never heard it questioned.
Q. From what you of his general character, would you believe him under oath?
A. Yes, sir.
Q. Have you any hesitation about it?
A. No, sir.

Cross-exam'd.

By Mr. Goodrich:

Q. Who do you know that knows Olney?
A. Well, sir, I don't know that I could name individuals.
Q. You say you never heard it questioned. Did you ever hear it spoken of?
A. Never until I came into this court.
Q. Have you had business transactions?
A. Yes, sir.
Q. Have you business transactions with him now?
A. No, sir.
Q. Has the ferry company?

Redirect.

Q. He has held positions of trust in the gas company?
(Objected to.)
A. Yes, sir; and the ferry company.

Samuel I. Powell, called for respondent, sworn:

119 *Direct examination.*

By Mr. Beebe:

Q. You are the late mayor of Brooklyn?
A. Yes, sir.
Q. Do you know Mr. Olney?
A. Yes, sir.
Q. How long have you known Mr. Olney?
A. Well, I should think, some eight or ten years.
Q. Do you know those who know him?

A. I think so; yes, sir.
Q. Have you any doubt about it?
A. I have not.
Q. Are you acquainted with his general character for truth and veracity?
A. As a citizen of Brooklyn, I am.
Q. Is that good or bad?
A. I know nothing against it.
Q. Do you ever hear anything against it?
A. I never did.
Q. Did you ever hear his character canvassed in any way?
A. Not that I remember.
Q. Would you hesitate to believe him under oath?
A. I would not.

William H. Peck, called for respondent, sworn:

120 *Direct ex'n.*

By Mr. Beebe:

Q. You are the postmaster of Brooklyn?
A. Yes, sir.
Q Do you know Mr. Olney?
A. I do.
Q. How long have you known Mr. Olney?
A. About fifteen or twenty years.
Q. Do you know those who knew him?
A. I think I do.
Q. Have you any doubt about it?
A. No doubt.
Q. Are you acquainted with his general character as a man of truth and veracity?
A. Only about the city, as a citizen of Brooklyn, I know him.
Q. That is where he resided during the time you have know him?
A. Yes, sir.

By the Court:

Q. Do you know his general reputation in the community?
A. I think I do.
Q. What is his general reputation for truth and veracity?
A. I never heard anything against him.
Q. Would you hesitate to believe him under oath?
A. I would not?

121 *Cross-ex'd.*

By Mr. Goodrich:

Q. You have never heard his character questioned?
A. No, sir.
Q. You never heard it canvassed?

A. No, sir.
Q. Who do you know who knows Mr. Olney?
A. I cannot call to mind who I do know.

Humphrey H. Crarey, called for respondents, sworn:

Direct ex'd.

By Mr. Beebe:

Q. You are engaged in the business of steam tugs?
A. Yes, sir.
Q. And have been for many years past?
A. Yes, sir.
Q. Do you know George Olney?
A. Yes, sir.
Q. How long have you known him?
A. Fifteen or twenty years.
Q. Have you known those who know him?
A. Yes, sir, several.
Q. Are you acquainted with his general character as a man of truth and veracity?
A. I think I am; yes, sir.
122 Q. Is that good or bad?
A. I never heard anything particular against it.
Q. From what you know of his general character, would you believe him under oath?
A. Yes, sir.
Q. Have you yourself had business dealings with him?
A. Yes, sir.
Q. Within a short time?
A. Within a year or so.
Q. To a considerable extent?
A. About $6,000.
Q. Have you given him credit?
(Objected to.)

Cross-ex'd.

By Mr. Goodrich:

Q. Does he owe you money now?
A. No, sir.
Q. You never heard anybody question his character?
A. No, sir.
Q. You never heard it canvassed?
A. No, sir.

Sylvester Goodwin, called for respondent, sworn.

Direct ex'd.

By Mr. Beebe:

Q. Where is your place of business?

123 A. At 191 South street.

Q. Of what firm are you a member?

A. No firm at present. I have been of the firm of Schnelling, Andrews & Co.

Q. Do you know George Olney?

A. I do.

Q. How long have you known him?

A. Since March, 1864.

Q. Do you know those who know him?

A. I think I do.

Q. Are you acquainted with his general character as a man of truth and veracity?

A. As far as I have had dealings with him.

Q. You know those who know him?

A. Yes, sir; I think I do.

Q. Is his character good or bad as a man of truth and veracity?

A. I should say it was good.

Q. Would you hesitate to believe him under oath from what you know of his general character?

A. I would not.

Cross-ex'd.

By Mr. Goodrich:

Q. You say you never heard his character questioned; never heard any body question—

A. No, sir.

124 Q. You never heard it canvassed at all?

A. No, sir.

Q. Who do you know that knows Mr. Olney?

A. Well, I know several that know him.

Q. Who?

A. There is Mr. Thompson, Mr. Henry, Mr. Badger, Mr. Schnelling, Mr. Andrews.

Q. Which one of those did you ever hear speak of Olney?

A. I have heard them as you might speak of him; we have all done work for him.

Q. Did you ever hear any of them speak of his character?

A. No, sir.

Q. Then you don't derive from them the knowledge of his character?

A. Only my own knowledge and dealings.

Q. You have dealings with him now?

A. I have not.

Q. Your firm have?

A. They have in former times. I have, personally, since I left the firm.

Q. And expect more with him?

Redirect.

Q. To what extent have your firm given him credit?

125 (Objected to.)

Thomas H. King, called for respondent, sworn.

Direct exam'd.

By Mr. Beebe:

Q. What is your business?

A. A ship-joining.

Q. Do you know Mr. George Olney?

A. Yes, sir.

Q. How long have you known him?

A. Well I think I have known him some ten or twelve years.

Q. During that time have you worked for him?

A. I have; yes, sir.

Q. Frequently.

A. Yes, sir; when he has had anything to do I have worked for him.

Q. Do you know folks that know him?

A. Yes, sir.

Q. You move in the same round together.

A. Yes, sir.

Q. You know his general character as a man of truth and veracity.

A. Well, all the business I have had with Olney is mechanicle, and I have generally found him out pretty correct. I have taken his paper and put it on the bank and it was paid.

A. Did you ever hear his character for truth and veracity

126 questioned by any one?

A. No, sir; I never put myself forth to enquire of anything of that kind.

Q. From what you know of his general character, would you believe him under oath?

A. I don't think but what I should.

Cross-ex'd.

By Mr. Goodrich:

Q. You never heard anybody speak of his character for truth and veracity question it. I don't mean for credit. Did you ever hear anybody speak of his character for truth.

A. The fact of the business is I never made any inquires so far as that is. I think Mr. Freeman minds his own business, and so long as a man pays me that is sufficient.

Q. That is all you enquire for.

A. Yes, sir.
Q. Who do you know who knows Mr. Olney?
A. Great many that know him.
Q. Who do you know that knows Mr. Olney? You don't remember anybody?

127 A. No; I don't recollect anybody. I don't wish to know anybody; it is as much as a man can do to attend to his own business.

Isaac Badean, called for respondent, sworn.

Direct ex'd.

By Mr. Beebe:

Q. You are a tax collector of the city of Brooklyn.
A. Yes, sir.
Q. Dou you know Mr. George Olney?
A. Yes, sir.
Q. How long have you known him?
A. I have known him ten or twelve years; I don't know exactly how long?
Q. During that time has he been a resident of your city?
A. I don't know that he has all the while.
Q. Substantially?
A. I presume he has.
Q. Do you know any other persons that know him?
A. I presume I do.
Q. Have any doubts about it?
A. No, sir.
Q. Are you acquainted with his general character as a man of truth and veracity?

A. Well, I don't understand the scope of that question.

128 Q. As far as you heard folks speak of him, is his reputation as a man of truth and veracity good or bad?

A. Good, as far as I know.
Q. Would yon hesitate to believe him under oath?
A. No, sir.

Cross-ex'd.

By Mr. Goodrich:

Q. Have you ever heard his character for truth and veracity questioned?
A. No, sir.
Q. Have you ever heard it canvassed, or ever heard anybody speak of it?
A. No, sir.
Q. Who do you know who knows Mr. Olney?
A. I don't know; I might mention twenty or thirty.
Q. Do you remember any body now?
A. I remember some of his neighbors, Mr. Jessie J. Carman.

Q. Do you know that Mr. Carman knows him?
A. I know that he knows him.
Q. You don't simply base it upon the fact that he is a neighbor?
A. Not a all.
129 Q. Who else do you know?
A. I don't recollect.

Redirect.

Q. Whose church do you attend?
(Objected to.)
A. The Rev. William S. Carr's.
Q. Did you ever hear his character for truth and veracity canvassed?
A. Not at all.
Mr. Goodrich counsel for libellants moves to strike out the witness's testimony.

Philip S. Cook, called for respondent, sworn.

Ex'd.

By Mr. Beebe:

Q. You have been long a resident of Brooklyn?
A. No, sir; never in Brooklyn at all; I live outside, about a mile, beyond the city limits.
Q. You are a practising lawyer in Brooklyn.
A. Yes, sir.
Q. Do you know George Olney?
A. Yes, sir.
Q. How long have you known him?
A. About ten years.
130 Q. Do you know those who know him?
A. Yes, sir.
Q. Are you acquainted with his general character as a man of truth and veracity?
A. I think I am.
Q. Is that good or bad?
A. I think it is good. I have heard so much of this kind of thing in court that I think it is proper for me to state, that if I know a man for years well, and all his surroundings, and never hear anything said against him, I take it for granted that he is good.
Q. From what you know of him and his general reputation and surroundings, would you hesitate to believe him under oath?
A. Not at all. I would believe him as soon as any man I ever saw.

Cross-ex'd.

By Mr. Goodrich:

Q. Have you had business dealings with Mr. Olney?
A. Yes, sir.
Q. As a lawyer.

A. Yes, sir.

131 Q. Have you business for him now?

A. No, sir; I formed my acquaintance with him by sueing him ten years ago.

Q. You never heard any one speak of his character at all?

A. Yes, sir, I have.

Q. For truth and veracity?

A. No; that is, I never heard anybody say anything against his character for truth and veracity.

Q. Did you ever hear anybody speak of his character for truth and veracity at all?

A. I never heard any question made at all.

Q. Did you ever hear anybody speak of it at all.

A. I never heard anybody say anything about it one way or the other.

Mr. Beebe, counsel for the respondent said, he had twelve more witnesses on this point, but he did not think it necessary to call them.

Mr. Goodrich said he would admit that they had forty witnesses here. Mr. Goodrich again offered to go again into the merits of the case of Young Tall.

(Objected to.)

Objection sustained.

132

133 THE UNITED STATES OF AMERICA, *District of Maryland, to wit:*

I, Andrew Sterelt Ridgley, a commissioner appointed by the Circuit Court of the United States, for the circuit in and for the Maryland district, pursuant to the act of Congress, entitled "An act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States," do hereby certify that on the tenth day of October, in the year of our Lord one thousand eight hundred and sixty-six, at my office, in the city of Baltimore, within the district of Maryland, personally appeared before me Young Tall, a witness for the libellant's in a civil cause, depending in the District Court of the United States for the eastern district of New York, entitled Young Tall vs. The Steamboat James Guy, &c.; and the said Young Tall, being by me first carefully examined and cautioned and duly sworn, according to law, to testify the whole truth, and, being examined on behalf of the libellant's, makes

134 oath, deposeth and saith, as follows, to wit: I live at 170 Hanover street, city of Baltimore, and my place of business is in New York street in said city, one door from Light street. My business is that of ship-joiner. I know the steamer James Guy; Capt. Olney of that steamer came here and told me that he had a job for me; I told him I was very thankful for it. The boat came here, and he told me to go on board and go to work; I sent my men aboard and went there myself with them; they commenced to work, and I kept on with the work until she was done. I mean to say that a few

days before the work was done he said to me he was short of money, and that he expected $15,000 from the government when the boat was done; he said he had no money, and he gave my young man two drafts; the young man (who is my brother) who made part of the charges against the boat in my books; he made most all of
135 the charges, except the few days when he was sick.

Question. State the items and particulars of your claim and the dates on which you furnished said items.

(Objected to by claimant's counsel.)

Answer. The items and particulars of my claim and the dates on which they were furnished are found correctly stated in the exhibit filed herewith and marked Libellant Exhibit No. 1. These charges were made partly by my brother, Levin J. Tall, and when he was sick I made the other part of them, which were very few.

Question. Are the charges made by you correct or not?

(Objected to by claimant's counsel.)

Answer. Yes, sir. The foreman told me how many men he had at work, and I would go for myself and see and pay them off.
136 I always knew how many men I had to work generally.

Question. Were the charges which were made by your brother correct or not?

(Objected to by claimant's counsel.)

Answer. I think they were.

Mr. Olney did not say how I was to be paid when I commenced the work but I expected the cash, of course, for I would not work for a stranger except for cash; I would not work for him anyhow, but for the boat; that is, the one I worked for. Mr. Olney was a stranger to me; that is to say, I had known him for a few months only before I began to work.

Question. Upon whose credit was the work done and materials furnished?

(Objected to by claimant's counsel.)

Answer. On the boat's credit. I don't know whether Mr.
137 Olney had any credit in this city or not. My brother and myself kept the time; the time is correctly stated in my exhibit. Upon reflection I would say that Olney had no credit in Baltimore at the time referred to.

Question. Would you or not, at the time the said repairs were contracted for, have done any work for Mr. Olney on his personal credit?

(Objected to by claimant's counsel.)

Answer. No, sir. The steamer James Guy left the city of Baltimore on or about the first of March, 1866; she has not, to my knowledge, been in the city of Baltimore since; I think she left Baltimore between the first and 10th day of March last.

There was no agreement with Mr. Olney as to taking his
138 acceptances for the work done and materials furnished his boat until the work was nearly done, in fact quite done, at which time I went to see him and he said he had no money, that he had been disappointed, and he then began to curse the officials at Washington. The only work done after the agreeing to take the

acceptances was to nail up some letters and screw some battens on around the boiler house. I had supposed the work was done entirely before I took the acceptances. I know it. I now say that the whole of the work was done before I took the acceptances. That work was necsssary. It is customary to have such work on a boat. The materials were also necessary and customary.

Question. Were work and materials done and furnished to this vessel about the same time by parties other than yourself;
139 and, if so, by whom?

(Objected to by claimant's counsel.)

Yes, by Mr. John F. Fardy and brother, who hauled her up on the ways and repaired her bottom and did the ship's carpenter's work. Mess. Smith and Waters did the painting; Mess. Clark, Thornton & Co. did the machine, and Mr. Alfred Robbins did the plumbing and copper work; I think Mess. Ritch & Bro. did the bell hanging. I don't know any person else who did work on her, but some goods, canned fruits, &c., were furnished her by Wilkins & Co. I also saw Mr. Blacklock's boy down there with goods or something. The said boat belonged to Washington city. Capt. Olney told me he belonged to Brooklyn, N. Y.

Cross-examined.

I became acquainted with Capt. Olney some time in 1864
140 or 1865, in Baltimore city. I do not know where he was stoping on that day. I think, however, he was aboard of his boat, the Washington Irving; but of this, I won't be positive. I saw him frequently between the time I first became acquainted with him and the time I repaired the James Guy. I had work for him, that is to say, for the Washington Irving and the steamer Jupiter. I don't know the date of my work on the Washington Irving, but I repaired her at two different times; I don't recollect the amounts of the repairs, but the last of her repairs amounted to between $1,400 00 and $15,000 00, all of which I have not been paid, $800 00, being all I have been paid, the balance remains unpaid. The amount of the first repairs was paid by a draft on Mr. John W. Mott, but the
141 amount I don't recollect. The draft was paid, (being the draft filed herewith and marked claimant's Exhibit "A.") The last work was done on the Washington Irving, for which $800 00 only have been paid; about the last of December, 1865, the payment of $800 00 was made; $500 00 of it about the 1st of January, 1866, and $300 00 of it about the first of February, 1866. They were made by Mr. Olney, at Barnum's hotel, in this city, where he was residing; i. e., where he then was, and where a part of his family then was. I did the work on the Jupiter about October, 1865. I don't know the amount exactly, I think about $1,600. That bill was paid by a draft on John W. Mott, given me by Mr. Olney. I got the money on the draft. That draft was received from Mr. Olney
142 in Baltimore. He was then stopping on board of his boat Jupiter, I think, which was lying at Mr. Needham's wharf, in said city. I have understood that a party in Philadelphia owned the

"Jupiter," whilst John W. Mott, Olney stated, owned the Washington Irving. The work on these boats was performed at the request of Mr. Olney; on one occasion Mr. Mott told Olney, in my presence, (or the representative of Mr. Mott, I can't say positively it was Mr. Mott,) to have the Washington Irving done in good order. The steamer James Grey was not here when Mr. Olney first spoke to me about the work to be put upon her. She was then at Washington, and Mr. Olney told me he was going on there to buy her. I can't tell exactly how soon after said conversation the James Grey arrived here; it may have been a month or two. I have not
143 the drafts given by Mr. Olney for the repairs done and materials furnished the James Grey; my counsel has them. They were two. I don't exactly recollect the amounts of the drafts or the times when payable, but if I were at home I could tell.

YOUNG TALL.

On further cross-examination, the said Young Tall states: I do not think that Mr. Olney, at the time referred to, was largely engaged in the steamboat business. I did not myself consider that he was. I did not know that he was the agent of the People's Line of steamers. I can't say that I ever heard that he was until yesterday, or it may be a few days or a month ago, but since the cause of action in this case accrued; I can't say that Olney ever informed me that he was such agent.

YOUNG TALL.

144 And William H. Smith, being by me first carefully examined and cautioned and duly sworn, according to law, to testify the whole truth, and being examined on behalf of the libellant, makes oath, deposes and says, as follows, to wit:

I live at No. 166 Montgomery street, in the city of Baltimore. My business is house, sign, and ship painting, and dealer in paints and oils. I know the steamer James Grey and have some acquaintance with Captain George Olney. I did work on the James Grey. It was from the first of January, 1866, and the sixth of March of that year. Between those days Mr. Tall did the ship-joiner's work or had it done. I can't say what credit Mr. Olney at that time had in the city of Baltimore. He had no credit with me further
145 than the boat was concerned. I mean that I looked to the boat for my credit, i. e. my pay.

Cross-examined.

I did the painting on the Grey at Capt. Olney's request. I first became acquainted with him, I think, in January, 1865. I had a partner at that time. His name was Robert A. Hazzard. The firm's name was Hazzard & Smith. We furnished the material for painting, and did the painting on the Washington Irving at Capt. Olney's request, in January, 1865, I think. The work continued during January, February, and March, 1865. I was paid for that work by a draft on Mr. Mott, which was paid, and is filed herewith, and

marked claimant's Exhibit B. I did work also on the steamer Jupiter for Capt. Olney about October, 1865, to the amount of about
146 $425 00, which amount was paid, deducting $25 00. This was paid in cash by Capt'n Olney, in Balto., on board the Washington Irving. I did the work on the Irving at Capt. Olney's request, under a written proposal filed herewith, and marked claimant's Exhibit C. The signatures to the proposal is that of my firm.

WM. H. SMITH.

And Newton A. Ramsburg, being by me first carefully examined and cautioned and duly sworn, according to law, to testify the whole truth, and being examined on behalf of the libellant, makes oath, deposeth and saith, as follows, to wit:

I reside at 164 West Lombard st., and my place of business is 95 West Lombard st., near Fourth st., in the city of Baltimore. I am in the coal business. I know Capt. George Olney, and have
147 seen the steamer James Grey. We, (Campbell and Ramsburg,) furnished to the People's Line of steamers 125 tons of coal. The James Grey was one of that line, which was composed of the Grey, the Washington Irving, and the Argo. The coal was furnished on the 13th day of February, 1866. I don't know what credit Capt. Olney had at that time in the city. He had none with us, except as agent for the said line, which line was held responsible for the coal furnished.

Cross-examined.

We took Mr. Olney's note for this coal as agent. That note is in the possession of my lawyer in Norfolk. Mr. Olney represented himself to be the agent of this line in Baltimore. This coal was said by Capt. Olney to be for the line. About 116½ tons were put on board the barque "Renshaw" and 8½ on board the steam-tug "Orland." We gave a receipt for that note. (The receipt filed herewith and marked claimant's Exhibit II is the receipt given by
148 us for Mr. Olney's note in settlement of the coal.)

Newton A. Ramsburg and James M. Robinson, being by me first carefully examined and cautioned, and duly sworn, according to law, to testify the whole truth, and being examined on behalf of the libellant, makes oath, deposeth and saith, as follows, to wit:

I reside at 52 Lee street, Balto. city. My age is 56, and my occupation is a ship-joiner.

Question. Look on the libellant's Exhibit No. 1., and state whether the charges therein made for labor are reasonable and proper.

(Objected to by claimant's counsel.)

I find the prices in the exhibit charged no higher for labor than is usually charged.

149 Question. State, without any reference to said account, what were proper and reasonable wages per day for ship-joiners in the city of Baltimore during the winter and spring of 1866.

(Objected to)

Answer. Three dollars and seventy-five cents per day, (3 75-100 . Mr. Young Tall did the ship-joiner's work on the James Guy. The ship-carpenter's work was done by John F. Fardy, Bro. & Co.

James M. Richardson and Fitz William Fox, being by me first carefully examined and cautioned and duly sworn, according to law, to testify the whole truth, and being examined on behalf of the libellant, makes oath, deposes, and says, as follows, to wit:

150 I reside at 623 West Lombard street, and am occupied by Mr. Blacklock as clerk. I know the parties to this suit. I first just knew Captain Olney about the time the Jupiter was first here. I know that Captain Olney could not have bought anything of Mr. Blacklock on time without giving security.

Cross-examined.

I don't know anything about Captain Olney's general credit in the city of Baltimore.

Question. Look at the promissory note now shown you and marked claimant's Exhibit E, and state whether you have ever seen it before.

Answer. I think I have. The endorsement, N. T. Blacklock ag'st F. W. Fox, attorney, is mine. I know for what the note (or
151 draft) was given. Captain Olney wanted, he stated, to pay some money to some one, and he asked Mr. Blacklock if he (B.) would give him (O.) his (B.'s) check for a draft on his son-in-law, Mr. Healey, in Norfolk. He said he would and gave him his check and took the draft, which was deposited in the bank for collection and collected.

Re-examined on the part of the libellant.

Question. Explain any circcumstance connected with the said claimant's Exhibit F.

(Objected to by claimant.)

Answer. I know nothing more than what I have already said.

Question. Did, or did not, Mr. Blacklock, after giving the check for the exhibit just referred to, become apprehensive or ex-
152 press his fears that the exhibit would not be paid?

(Objected to.)

At that particular time he did not express his fear, to my knowledge. He did not do it in my hearing.

F. W. Fox and Richard Wilkins, being by me first carefully examined and cautioned, and duly sworn, according to law, to testify the whole truth, and being examined on behalf of the libellant, makes oath, deposeth and saith, as follows, to wit:

I reside at 293 East Lombard street, and my occupation is that of ship-joiner. I knew of the repairs put upon the James Guy by Mr. Young Tall. I worked as a journeyman for Mr. Tall upon that vessel.
153 Mr. Tall put a cabin aft and one forward on the James Guy. He repaired her saloon on the upper deck. He run two pairs of stairs in her, and he built a small saloon on the hurricane deck. He put a new waist on her and repaired the wheel-house.

I believe this covers pretty near all the work, except the putting of a new top to the boiler-house, which he did. I think the work put upon her by Mr. Tall was made to render her fit to go to sea; she was in a dilapidated condition when Mr. Tall went to work on her. I know nothing of the credit of Mr. Olney in the city of Baltimore.

Cross-examined.

I am sure he put in a forward cabin, and am also sure he repaired the saloon on the upper deck; I say positively there was a
154 saloon on the upper deck.

Re-examined on the part of the libellants.

Question. Describe what you mean by the saloon on the upper deck and the forward cabin.

Answer. I mean by the saloon on the upper deck, rooms fitted up for persons to sleep in; by forward cabin, I mean berths put up forward for persons to sleep in.

RICHARD WILKINS.

And George F. Needham, a witness of lawful age, being by me first carefully examined and cautioned, and duly sworn, according to the law, to testify the whole truth, and being examined on behalf of the libellants, makes oath, and deposeth and saith, as follows, to wit:

I am 35 years of age; reside in the city of Baltimore, where
155 I carry on business as a merchant and agent and owner of steamboats; I know the parties to this suit; have known the libellant for 20 years; George Olney I have known two or three years. In the winter and spring of 1866, Olney, as far as I knew, had no credit in the city of Baltimore, as an individual.

Question. Had he ever made application to you for credit? If so, state with what success.

(Objected to by proctor for claimant.)

Answer. He made, at various times, several applications to me for loans of different amounts, which were always refused—from twenty-five dollars up to five hundred.

Question. Will you give the reasons for your refusal?

(Objected to, as above.)

I refused him because of information received by me from various sources that he was rather slippery.

156 Question. Did or not ever apply to you to sell him goods and credit? If yea, with what result?

(Objected to.)

Answer. As far as I know he did not so apply.

Question. Have you or not ever heard Olney's credit in Baltimore city spoken of, or canvassed, during the months of January, Feb'y, or March, 1866?

(Objected to by proctor for claimants.)

Answer. I have heard it enquired about, but can't say that it was within the time specified; it was canvassed, and enquiries were made of me; but whether during the time specified I can't say.

Question. State, as nearly as you can, the time or times when you heard his credit canvassed, and what was said in regard to it.

(Objected to.)

Answer. I heard it spoken of at different times during repairs to different vessels; parties enquired of me as to the likelihood
157 of bills on those vessels being settled by him; my answer was generally non-committal of myself.

Question. Do you or not know of any one in the city of Baltimore with whom said Olney had credit at that time?

(Objected to.)

Answer. Never having had occas. to enquire, I do not.

Question. From your knowledge of Mr. Olney, would or not have sold him goods on credit during and spring of 1866?

(Objected to by the proctor for the claimant.)

Answer. I would not.

The examination-in-chief of this witness was here closed. When, being cross-examined by the proctor for the claimant, he deposed and stated as follow:

I cannot say when I first became acquainted with Mr. Olney; I can't state the place—State, town, or city; he professed to be
158 a steamboatman; he was here, off and on, during the different repairs to his boats during the time I have known him.

I never had any business transactions with him of a monied character to my knowledge.

GEORGE F. NEEDHAM.

And Aaron W. Stockton, a witness produced on the part of the libellants, being by me first carefully examined, and duly cautioned and sworn, according to law, to testify the whole truth, and being examined on behalf of the libellant, makes oath, deposeth and saith, as follows, to wit:

My name is Aaron W. Stockton; I am fifty years of age, and reside in Baltimore city, where I carry on the ship-joiner business. I know the libellant; also the steamer "James Guy." There were repairs made in the steamer "Guy" by the libellant in the winter and spring of 1866; I was then the foreman of the libellant. Whenever Mr. Tall did not take the time of the workmen himself I gave
159 it in to the book-keeper, L. T. Tall, the libellant's brother; I gave it in correctly. The fair wages of journeymen ship-joiners were, at that time, from three dollars to 3 25-100; I was getting 3 75-100. The saloon of the steamer was at that time repaired by Mr. Tall; it is on what is commonly called the main deck.

AARON W. STOCKTON.

And Wyman F. Washburn, a witness produced on the part of the libellants, being by me first carefully examined and cautioned and duly sworn, according to law, to testify the whole truth, and being ex-

amined on behalf of the libellants makes oath, deposeth and saith, as follows:

My name is Wyman F. Washburn. I reside in Baltimore city, and am engaged in the coal business. I know the libellants and the steamer James Grey. I also know George Olney. I do not regard his credit as being very good in the fall and spring of 1865 and 1866, nor in the months of Jan., Feb., or March, of 1866.

160 Question. What was his reputation for credit during the time you have spoken of?

(Objected to by the claimant's proctor.)

Answer. It was bad.

Question. At the time referred to, would you, from his general reputation in regard to credit, have been willing to have sold him goods or credit?

Objected to.)

Answer. Not on his personal responsibility.

Cross-ex'd.

The only personal knowledge I have of his credit is, that he bought $150 of coal for the Washington Irving, and it has not yet been paid for. I sold the coal to the boat and owner.

W. F. WASHBURNE.

And Levin S. Tall, being by me first carefully examined and cautioned and duly sworn, according to law, to testify the whole truth, and being examined on behalf of the libellants, makes oath, de-

161 poseth and saith, as follows, to wit:

I am in my 36th year of age, and reside in Baltimore city, and am a house-carpenter by trade. I was employed by my brother, Young Tall, the libellant in this suit, as clerk and foreman from May, 1865, to April, 1866.

The witness, now looking at libellants Exhibit No. 1, states that the same was made out by him, and is in his handwriting, and that, after having compared again the charges therein made with the original entries in the libellant's day book, finds them to be correctly transcribed. Witness made nearly all the original entries, all except those made after the 5th of February, and to the 10 of Feb., 1866. The others were made by my brother, the libellant.

I kept the account of the time of the men most always myself; sometimes Mr. Stockton would report to me, and I made the

162 entries as he reported to me. My entries of the time are correct; in fact, all the entries of material and labor made by me are correctly set forth in libellant's Exhibit No. 1. The prices therein set forth are reasonable and proper, and the materials were delivered as charged. Mr. Stockton's full name is Aaron Stockton. I know nothing of Mr. Olney's credit at the time this work was done.

L. P. TALL.

And John J. Uniack, being by me first carefully examined and cautioned, and duly sworn, according to law, to testify the whole truth, and being examined on behalf of the libellant, makes oath, deposeth and saith, as follows, to wit:

I am 30 years old, and reside in Baltimore city, and am book-keeper for Hager & Co., who are ship-builders. I know Mr. Geo. Ol-
163 ney very well; he had no personal credit with the firm of Hager & Co., in January, February, or March, 1866. I know nothing of his personal general credit at that time. I only know he had no credit with Hager & Co. then.

Question. Had you or not, about the aforesaid time, heard his credit canvassed or talked of? If so, was it considered good or bad?

(Objected to.)

Answer. I had heard his credit canvassed, and it was considered bad. Hager & Co. had repaired the "Washington Irving" in the fall of 1865. When the repairs were finished I made the bills out. I went with Messrs Hager & Griffith, (Hager & Co.) to Barnum's Hotel, in this city to see Mr. Olney about the settlement of the bills; Mr. Olney gave to the firm, H. & Co., a draft on John W. Mott, and
164 he said he would give them $400 cash, to which amount I receipted the bills; and afterwards he gave them a due bill for the said $400, saying he could not pay the amount for 4 days. The said due bill was not paid in full; $300 were paid on it.

Question. Had the firm of Hager & Co., during the year 1865, any of Mr. Olney's paper? and if they had, what did they with it.

(Objected to.)

Answer. They had drafts on John W. Mott, of New York, which were collected thro' the Bros. McKain, bankers, Baltimore. Hager & Co. refused to do work for Olney unless he would give drafts on John W. Mott, of New York.

Cross-examined.

165 I heard, in January, February, or March, 1866, Mr. Hagen and Mr. James Hall canvass Mr. Olney's credit. I don't recollect any one else. The amount of the first draft, of which I have spoken, on John W. Mott, was over eleven hundred dollars; that draft was drawn by Mr. George Olney, I think it was a 60 days draft. I am acquainted with the signature of Hazen & Co.

Question. Look at the draft now shown you, and marked claimant's Exhibit "F," and state whether the endorsement, Hazen & Co. thereon, is the signature of Hazen & Co.

Answer. Yes, sir; it is the signature of Hazen & Co., and signed by Mr. Hazen. To [to] the best of my knowledge, all the drafts on Mr. John W. Mott, of New York, were paid.

166 *Re-examined.*

The $100 still remain unpaid on the above spoken-of due bill, and about $41 20 for work done on the Washington Irving.

JOHN J. UNIACK.

And William McKain, being by me first carefully examined and cautioned, and duly sworn, according to law, to testify the whole truth, and being examined on behalf the libellant, makes oath, deposeth and saith, as follow, to wit:

I am 58 years of age; a resident of Baltimore City, and by occupation a banker. I know Mr. George Olney. I know nothing of his general credit in January, February, and March, 1866; his credit with one was not good.

167 Question. Have you made any inquiries about Mr. Olney's credit? and if so, when?

(Objected to.)

Answer. Yes; I had made inquiries as to his credit in 1865; I do not know the month.

Cross-examined.

I had business transactions with him. His drafts or notes, or both, were brought there for discount, and I refused to discount them. I can't say whether they were brought to the office by Mr. Olney. It is possible that a draft drawn by him may have been discounted by me, but it was on the credit of some other names. On the draft, my firm name in McKain & Co.

WILLIAM McKAIN.

168 And Francis Clark, being by me first carefully examined and cautioned, and duly sworn, according to law, to testify the whole truth, and being examined on behalf of the libellant, makes oath, and saith as follows, to wit:

I am 33 years of age; reside in Baltimore City, and am a machinist by trade. I know Mr. George Olney very well in the city of Baltimore in January, February, and March; were such that I would not credit him for repairing the James Guy; consequently I did not get the repairing. I heard several gentlemen speaking very much against his credit at different times.

Cross-examination.

I have no personal knowledge of his credit; I have known
169 him about Baltimore, about a year or eighteen months; never had any business transactions with him. I suppose he was in the steamboat business about January, 1866, and since, I have heard his credit spoken of frequently. I heard Mr. M. T. Davidson speak very much against his credit; I heard this about the time the repairs were put on the "Guy;" Mr. Davidson said he was about to furnish a pump for the "Guy." Afterwards, he told me he could not get his money for the pump. I heard also Mr. George Weed haw about his credit; I also heard Mr. Young Tall speak of his credit; I heard also several men speak against his credit; I also heard Mr. Thos. Lawrence, foreman for Haselbunt & Co., speak against his credit. This is about all I can now remember.

And John J. Uniack, being by me first carefully examined and cautioned, and duly sworn, according to law, to testify the whole truth, and being examined on behalf of the libellant, makes oath, deposeth and saith, as follows, to wit:

I am 30 years old, and reside in Baltimore city, and am book-keeper for Hager & Co., who are ship-builders. I know Mr. Geo. Ol-
163 ney very well; he had no personal credit with the firm of Hager & Co., in January, February, or March, 1866. I know nothing of his personal general credit at that time. I only know he had no credit with Hager & Co. then.

Question. Had you or not, about the aforesaid time, heard his credit canvassed or talked of? If so, was it considered good or bad?

(Objected to.)

Answer. I had heard his credit canvassed, and it was considered bad. Hager & Co. had repaired the "Washington Irving" in the fall of 1865. When the repairs were finished I made the bills out. I went with Messrs Hager & Griffith, (Hager & Co.) to Barnum's Hotel, in this city to see Mr. Olney about the settlement of the bills; Mr. Ol-
ney gave to the firm, H. & Co., a draft on John W. Mott, and
164 he said he would give them $400 cash, to which amount I receipted the bills; and afterwards he gave them a due bill for the said $400, saying he could not pay the amount for 4 days. The said due bill was not paid in full; $300 were paid on it.

Question. Had the firm of Hager & Co., during the year 1865, any of Mr. Olney's paper? and if they had, what did they with it.

(Objected to.)

Answer. They had drafts on John W. Mott, of New York, which were collected thro' the Bros. McKain, bankers, Baltimore. Hager & Co. refused to do work for Olney unless he would give drafts on John W. Mott, of New York.

Cross-examined.

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Question. Look at the draft now shown you, and marked claimant's Exhibit "F," and state whether the endorsement, Hazen & Co. thereon, is the signature of Hazen & Co.

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166 *Re-examined.*

The $100 still remain unpaid on the above spoken-of due bill, and about $41 20 for work done on the Washington Irving.

JOHN J. UNIACK.

And William McKain, being by me first carefully examined and cautioned, and duly sworn, according to law, to testify the whole truth, and being examined on behalf the libellant, makes oath, deposeth and saith, as follow, to wit:

I am 58 years of age; a resident of Baltimore City, and by occupation a banker. I know Mr. George Olney. I know nothing of his general credit in January, February, and March, 1866; his credit with one was not good.

167 Question. Have you made any inquiries about Mr. Olney's credit? and if so, when?

(Objected to.)

Answer. Yes; I had made inquiries as to his credit in 1865; I do not know the month.

Cross-examined.

I had business transactions with him. His drafts or notes, or both, were brought there for discount, and I refused to discount them. I can't say whether they were brought to the office by Mr. Olney. It is possible that a draft drawn by him may have been discounted by me, but it was on the credit of some other names. On the draft, my firm name in McKain & Co.

WILLIAM McKAIN.

168 And Francis Clark, being by me first carefully examined and cautioned, and duly sworn, according to law, to testify the whole truth, and being examined on behalf of the libellant, makes oath, and saith as follows, to wit:

I am 33 years of age; reside in Baltimore City, and am a machinist by trade. I know Mr. George Olney very well in the city of Baltimore in January, February, and March; were such that I would not credit him for repairing the James Guy; consequently I did not get the repairing. I heard several gentlemen speaking very much against his credit at different times.

Cross-examination.

I have no personal knowledge of his credit; I have known
169 him about Baltimore, about a year or eighteen months; never had any business transactions with him. I suppose he was in the steamboat business about January, 1866, and since, I have heard his credit spoken of frequently. I heard Mr. M. T. Davidson speak very much against his credit; I heard this about the time the repairs were put on the "Guy;" Mr. Davidson said he was about to furnish a pump for the "Guy." Afterwards, he told me he could not get his money for the pump. I heard also Mr. George Weed haw about his credit; I also heard Mr. Young Tall speak of his credit; I heard also several men speak against his credit; I also heard Mr. Thos. Lawrence, foreman for Haselbunt & Co., speak against his credit. This is about all I can now remember.

Re-examined.

I have also heard Mr. M. T. Fardy say that if he had known Mr. Olney's credit was so bad he would not have credited him; this was said by Mr. Fardy after he hade made the repairs on the
170 "James Guy."

(This answer the libellant's counsel excepts to, as not being responsive to his question, which was, "If he had ever heard any persons during the time referred to, others than those named in his cross-examination, speak of Mr. Olney's credit in any way?")

Question being repeated, the witness says: I have; Mr. Mat. T. Fardy.

FRANCIS CLARK.

This witness, being further examined for the libellants, states that he heard Mr. Olney say he was very much pleased with the work put upon the boat by Mr. Young Tall. This was said by Mr. Olney when he and I were going through the boat together, after the work had been finished.

FRANCIS CLARK.

171 And Robert Baird, being by me first carefully examined and cautioned, and duly sworn, according to the law, to testify the whole truth, and being examined on behalf of the libellants, makes oath, and deposeth as follows, to wit:

I am 42 years of age and reside in Baltimore city, and am an engineer, that is supposed to be; I know Mr. George Olney, and have known him for about 11 months; I know nothing of his credit in the city of Baltimore in January, February, and March, 1866.

ROBERT BAIRD.

172 And I, Andrew Sterett Ridgely, a commissioner as aforesaid, do also certify that the reason for taking the foregoing depositions of Young Tall, Wm. H. Smith, Newton A. Ramsburg, James M. Richardson, F. M. Fox, Richard Wilkins, George H. Needham, Aron W. Stockton, Wymen F. Washburne, Leven T. Tall, John J. Uniack, Wm. McKain, Francis Clark, and Robert Baird, was because the said witnesses reside in the district of Maryland, beyond the jurisdiction of the District Court of the United States for the eastern district of New York, and at a greater distance than one hundred miles from the place of trial of the said cause.

And I further certify that notice of the time and place of the taking of the foregoing deposition was served on the claimants, and they were present, through their proctors, at the time of, and assented to the taking of the same.

173 And I do also certify that the deponents were by me first carefully examined and cautioned, and duly sworn, according to law, to testify the whole truth, and that the foregoing depositions were then reduced to writing by me, and thereafter subscribed by the said deponents in my presence, and I do further certify that I am

not of counsel, or attorney for either of the parties to the said cause, and that I am not interested in the event of the said cause.

Given under my hand and seal, at the city of Baltimore, within the district of Maryland, this 15th day of October, in the year of our Lord one thousand eight hundred and [and] sixty-six.

ANDREW STERETT RIDGLEY.

174
175 Endorsed: U. S. District Court, E. D. Young Tall *vs.* The S. B. James Guy &. Depositions. Costs $70.
176
177 $1,785 95-100. No. 105.

BALTO., *March* 8th, 1865.

Sixty days after sight pay to the order of Young Tall seventeen hundred and eighty-four dollars 95-100, value received, and charge the same to the account of—

JAMES WORK,
Steamer Washington Irving.

To JOHN W. MOTT, Esq., 6 *State Street, New York City.*
(U. S. int. rev. stamp, 80 cents, cancelled.)

178 (Endorsed:) Pay to the order of H. M. Needham. Young Tall. Without recourse to me. H. M. Needham. Claimant's Exhibit A.

$2,218 09-100. [No. 101.]

179 BALTIMORE, *February* 25, 1865.

Sixty days sight pay to the order of Hazen & Co. twenty-two hundred and eighteen 09-100 dollars, value received, and charge the same to account of steamer Washington Irving.

GEORGE OLNEY.

To JOHN W. MOTT, Esq., *No.* 6 *State street, New York City.*

180 Endorsed: Claimant's Exhibit F. Hazard & Co. pay F. M. Harris, esq., cashier or order. J. W. Guest.

181 $847 36-100. [No. 107.]

BALTO., *March 8th*, 1865.

Thirty days sight pay to the order of Hazzard & Smith eight hundred and forty-seven 56-100 dollars, value received, and charge the same to the account of painting bill, steamer Washington Irving.

GEORGE OLNEY.

To JOHN W. MOTT, Esq., 6 *State street, New York City.*
Due April, 10, 12, '65.
[$1-stamp.]

182 Endorsed: The National Park Bank of New York. Paid. The National Park Bank. Hazzard & Smith. Pay to order of National Park Bank of New York, Aug. C. Meyers & Co. Claimant's Exhibit B.

183 $250.

Paid. BALTO., *March 6th*, 1866.

One day's sight pay to the order of myself two hundred and fifty dollars, value received, and charge to account of—

GEO. OLNEY.

To W. J. HEALEY, Esq., *Norfolk, Va.*

184 Endorsed: Geo. Olney. N. F. Blacklock *agst.* F. W. Fox. att'y. Pay to order of Geo. Chamberlain. For collection, R. Mickle & Co. Claimants Ex't E.

185 *Agreement between Capt. Olney, St. Washington Irving, and W. H. Smith & Co.*

This writing certifies that for the sum of six hundred (600 00) dollars, paid by Capt. Olney to Wm. H. Smith & Co., they do agree to paint steamer Washington Irving one coat inside and outside, all graining to be regrained. Best of material used, and done in workmanlike manner.

Balto., Nov. 13, 1865.

WM. H. SMITH & CO.

186 Endorsed: Agreement between George Olney & W. H Smith for painting Steamer Washington Irving. Nov. 13th, 1865. Claimant's Exhibit C.

187 *For Steam-tug Orlando and owners.*

BALTIMORE, *Feb.* 10, 1866.

People's Line and owners bought of Campbell & Ramsburg, wholesale and retail dealers in all kinds of coal, office 95 West Lombard, west of South st.

8 10-20 tons R. & M. Canel coal @ $7 00; $59 50. Feb. 13th, 1866.

Rec'd of Geo. Olney, esq., his note at thirty days for eight hundred and eighty-six 60-100 dollars in settlement of this bill and bill for Barge Renshaw $886 60-100.

CAMPBELL & RAMSBURG.

188 Endorsed: Orlando. Receipt from Campbell $59 50 and Ramsburg for $886 66-100. A'c coal. Paid Feb. 13, 1866. Claimant's Exhibit D.

189 *Libellant's Exhibit No. 1.*

BALTIMORE, *Md.*

Steamer James Guy and owners, to Young Tall, Dr.

1866.				
Jan'y 17.	To 25 feet lumber, 200-8 20 bbs. n'ls, 200-10	$4 00		
	3 days' joiner work *a* $3 75-100	11 25		
18.	750 lumber, *a* 8	60 00		
	5½ days' joiner's work, *a* 3 75-100	20 62		
19.	280 feet lumber, 22.40-8 165 ft., culls 9.36-6	31 76		
27.	Walnut 540-100, 125 lbs. nails 12. 50-10	17 90		
4.	1 dozen sheets sand paper *a* 3	36		
	1 paper brads; 30 2 lbs. candles 80	1 10		
	7½ days' joiner's work	35 62		
20.	16 days' joiner's work	60 00		
	1,180 ft. lumber *a* 8	94 40	337	01
22.	1,012 ft. lumber, *a* 8		81	28
	1 p'r B. hinges, 75-2 doz. screws 24	99		
	14 days' joiner's work, 52-50-275 5 lbs. wal. n'ls 125	53 75		
23.	15½ days' joiner's work	58 12		
	347 ft. lumber, 8	27 76		
24.	1 lock 2 50; 1 set of knobs 38	2 88		
	1 p'r of B. hinges 75, 1 doz. B. screws 33	1 08		
	33 ft. lumber, 8	2 56		
	5½ days' joiner's work	58 12		
	15 days' joiner's work	56 22	261	51
	611 ft. lumber, 48.88-8 1 gross screws 150		50	38
	500 ft. moulding *a* 3½	17 50		
26.	67 ft. ash 670-10; 195 ft. lumber 15.60-80	22 30		
	8 lbs. n'ls, 80-10 36 sheets; sand paper 108-3	1 88		
190	5 papers sprigs 150-30; 1 gross screws 150	3 00		
	12 lbs. candles 480-40; 2 p'r hinges 100	5 80		
27.	2 brass locks 200, 394 ft. lumb. 31.52	33 52		
27.	16 days' joiner's work	60 00		
29.	17½ days' joiner's work	65 62		
	21 ft. lumb. 168; 34 ft. walnut 680-20	8 48		
	3 p'r hinges 150-50; 1 knob 12	1 62	280	12

		18 bbs. n'ls 180-10; 3 dozen screws 36-12	2 16	
	30.	16 days' work	60 00	
		175 ft. lumber 14,00-8; 2 lbs. candles 80	14 80	
		3 locks	5 50	
	31.	32 ft. ash 320-16; 212 ft. lumber 16.96-8	20 16	
		30 ft. walnut back, *a* 15	4 50	
		1 p'r hinges and screws 50; 1 doz. screws 84	1 34	
		5 lbs. wro. n'ls 150-30; 2 papers sprigs 60	2 10	
		turning beads 80; 500 ft. men'l 17.50-3½	18 10	
		17½ days' joiner's work	65 62	194 28
	Feb'y 1.	1,465 ft. lumber, *a* 8		117 20
		100 scant 500-5; 6 ft. ash 60-10	5 60	
		2 gross screws 275-137; 1 brass lock 5-00	7 75	
		2 p'r brass hinges 2,25; 3 doz. screws 150-50	3 76	
		2 p'r brass bolts 2,25; 6 brass hooks 2,25	4 50	
		Brass lock 50; 33 lbs. nails 330-10	3 80	
		5 papers brads 1,50; 2 lbs. candles 80	2 30	
		18 days' joiner's work	67 50	
	2.	17 days' joiner's work	63 75	
		136 ft. lumber 8	10 88	
	3.	106 ft. lumber 800-8; 120 ft. ash 1200-10	20 48	
191	Feb'y 3.	To 200 ft. walnut moulding 1200-6; 18 lbs. n'ls, 1.80	$13 80	
		200 ft. moulding, 800-4; 237 ft. moulding, 484-2	12 74	
		32 rings; 2 staples, *a* 15	4 80	221 63
		17 days' joiners' woak		63 75
	5.	232 ft. lumber, 1856-5; 5 ft. wal., 100-40	19 56	
		12 days' joiners' work	45 00	
	6.	18 lbs. n'ls, 180-10; 1 paper brads, 30	2 10	
		64 ft. mould., 128-3; 80 ft. mould., 80 ft. beading, 160-2; 13 days' work, $48 75	50 35	
	7.	120 ft. carved moulding, 4	4 80	
		2 walnut stancheons; 2 sawcers	4 75	
		10 days' joiners' work	37 50	
	8.	8 " " "	30 00	

	9.	30 lbs. n'ls, 300-100; 8 days' work, $30 00	33 00	233 34
	10.	68 ft. lumber. 544-8; 3 papers brads, 80	6 34	
		25 sheets sand paper	75	
		5 lbs. wro. nails, 100-30; 8 days' work, $30 00	31 00	
	13.	120 ft. lumber, 460-8; 5 lb. n'ls, 50 ..	10 10	
		8 days' joiners' work	30 90	
		16 lbs. n'ls, 160-10; 216 ft. moul. 640-2½	8 00	
		Rep. lock, 8 00; sawing ventilators, 3 00	12 00	
		52 ft. lumber, 416-8; 2 pr. hinges, $1 00	5 16	
		8½ days' joiners' work	31 87	
	14.	90 ft. lumber, 720-80; 1 rim lock, $2 50	9 70	
		3 doz. screws, 36; 1 paper tacks, 25 ..	61	
		1 key, 40; 1 striking plate, 25	65	
		9 days' joiners' work	38 75	179 93
192	15.	9 days' joiners' work		33 75
		239 ft. lumber, 1840-8; 2 pr. hinges, 2 screws, $1 00	19 40	
		4 papers brads, 120-30; 4 brass door-handles, $6 00	7 20	
		5 locks, with porcelain knobs	13 50	
	16.	8 days' joiners' work	30 00	
	17.	129 panels, 1548-12; 200 ft. lumb., 1600-8	31 48	
		510 ft. mould., 1275-2½; 1 paper brads, 30	13 05	
		2 paper tacks, 60-30; 5½ days' joiners' work, $20 62	21 22	
	19.	30 ft. lumber, 240-8; 5 sheets sand paper, 18	2 58	
		4½ days' joiners' work	16 87	
	20.	1 pr. br. hinges, $1 13; 8 pr. br. hinges, 400-50	5 13	
	3.	1 pr. br. hinges, 150-50; 15 doz. screws, 150-10	3 00	
		1 doz. brass screws, 50; 8 brass buttons, 240-30	2 90	166 33
		8 brass knobs, $1 25; 6 brass hooks, 240-90		3 65
		1 doz. sash-fasteners, brass	3 00	
		1 ship scraper, $2 25; 648 ft. lumb., 5184-8	53 09	
		6 days' joiners' work	22 50	

	21.	448 ft. moul. 320-4½; 3 porcelain knobs, 75	6 95	
		½ doz. buttons on plate	75	
		½ doz. brass sash-springs	1 20	
		25 lbs. n'ls, 450-10; 8 days' joiners' work	32 50	
	22.	8 days' joiners' work	30 00	149 00
		1 paper sprigs, 30; 4 doz. screws, 48	78	
		30 ft. lumb., $2 40; 2 bb. n'ls, 20	2 60	
	23.	1 pr. brass hinges, 30; 1 brass button, 25	55	
		1 knob, 18; 1 hasp, 30	48	
		6 deck lights, $8 00; 6 stancheons, 80	10 00	
193		1 padlock, 75; 1 pr. strap hinges, 50,	1 25	
		2 doz. screws, 64; 28 ft. lumb. 224-8,	2 48	
		7 days' joiners' work	26 25	
	24.	13 lbs n'ls, $1 30; 8 staples, 60	1 80	
		1 brass ketch, 25; 1 gross screws, $1 50	1 75	
		6 days' joiners, work	22 50	
	26.	1 brass button, 20; 1 ring and staple, 15	45	
		2½ day joiners' work	9 37	
	27.	35 balls, 175-5; 1 door handle, 40	2 15	
		1 day joiners' work	3 75	
	28.	370 ft. flooring, 2960.8; 64 ft. scant., 320-5	32 80	124 96
		2 days' joiners' work	7 50	
Mch.	1.	2 " " "	7 50	
	2.	24 ft. ash, 440-10; 1 door handle, 40,	2 80	
		5 lbs. n'ls, 50; 32 ft. scant, 4 28	1 78	
		2 lbs. candles, 80; 2½ days' work, *a* 37	10 17	
	3.	29 ft. ash, 200-10; 28 ft culls, 168-5	3 68	
		8 lbs. n'ls, 80-10; 2 doz. screws, 24,	1 04	
		2½ days' joiners' work	9 37	
	5.	290 ft. culls, 1450-75; 20 staples, 100-1550; 47 silver letters, 15-705; 1 doz. hat hooks, 75	7 80	
		2½ doz. screws	30	
		2 days' joiners' work	7 50	74 94
				$2,573 07

Libellant's Exhibit.—No. 1.

194

195 At a stated term of the District Court of the United States of America for the eastern district of New York, held at the United States court-rooms, in the city of Brooklyn, on Wednesday, the twenty-seventh day of February, in the year of our Lord one thousand eight hundred and sixty-seven. Present, the Honorable Charles L. Benedict, district judge.

YOUNG TALL
vs.
THE STEAMBOAT "JAMES GUY," HER ENGINE, &c.,
William J. Healy, cl'm't.

This cause having been heard on the pleadings and proofs, and submitted on briefs of the advocates of the respective parties, and due deliberation being had in the premises, on motion of Emerson, Goodrich & Knowlton, esqs., proctors for libellant, it is now ordered, adjudged, and decreed by the court that the said libellant recover in this cause against the said steamboat "James Guy," her engines, &c., for repairs, supplies, and advances made and furnished to said vessel, as set forth in the libel herein, the sum of two thousand five hundred and seventy-three and 07-100 dollars, ($2,573 07-100,)
196 with one hundred and thirteen and 24-100 dollars, the interest thereon, together amounting to two thousand six hundred and eighty-six 24-100 dollars, together with the taxed cost herein adjusted at one hundred and fifty-one 93-100 dollars, making in all the sum of two thousand eight hundred and thirty-eight 21-100 dollars, damages and costs, and that said vessel be condemned therefor; and, on like motion, it is further ordered that a summary judgment be, and the same is hereby, entered, in pursuance of the act of Congress passed March 3d, 1847, against Wm. J. Healy, principal, and Horatio R. Wilcox and Welcome R. Beebe, sureties, in their bond given on the discharge of the property arrested, for the sum of five thousand and sixty-eight dollars, the amount of their said bond, executed on discharging the said steamboat from custody; and, on like motion, it is further ordered that, unless an appeal be taken from this decree within the time limited and prescribed by the rules of this court—

CHAS. L. BENEDICT.
EMERSON, GOODRICH & KNOWLTON,
Proctors for Libellant.

Endorsed: U. S. District Court for the eastern district of New York. Young Tall *vs.* The Steamboat "James Guy," her engine, &c., &c. Final decree and judgment. Emerson, Goodrich & Knowlton, proctors for l'b't. Filed and entered the 27th day of February, 1867.

197 *U. S. District Court.*

YOUNG TALL
vs.
THE STEAMBOAT "JAMES GUY."

Please to take notice that the claimant herein hereby appeals from the decree made and entered in this action to the Circuit Court of

the United States for the eastern district of New York. Dated March 1st, 1867.

Yours, &c.,

BEEBE, DEAN & DONOHUE,
Proctors for Cl'mts.

To EMERSON, GOODRICH, & KNOWLTON,
Proctors for lib'lt.

SAMUEL T. JONES, Esq., *Clerk.*

Endorsed: Steamboat "James Guy" *ads.* Young Tall. Notice of appeal. Beebe, Dean, & Donohue, proctors. Filed March 2d, 1847. To S. T. Jones, Clerk.

198

199 Circuit Court of the United States of America for the eastern district of New York, in the second circuit.

Bond for Costs.

THE STEAMBOAT JAMES GUY, HER TACKLE, &C. William J. Healey, claimant and appellant,
vs.
YOUNG TALL, libellant and appellee.

Know all men by these presents, that we, William J. Healey, Horatio R. Wilcox, and Welcome R. Beebe, are held and firmly bound unto the above-named Young Tall in the sum of six thousand one hundred and seventy-six dollars, to be paid to the said Young Tall, for the payment of which, well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated the sixteenth day of March, in the year of our Lord one thousand eight hundred and sixty-seven.

Whereas the above-named William J. Healey has prosecuted an appeal to the Circuit Court of the United States for the eastern district of New York, in the second circuit, to reverse the decree rendered in the above-entitled suit by the judge of the District Court of the United States for the eastern district of New York:

Now, therefore, the condition of this obligation is such, that if the above-named William J. Healey shall prosecute his appeal to effect, and answer all damages and costs if he fail to make his appeal good, then this obligation shall be void, otherwise the same shall be and remain in full force and virtue.

[SEAL.] WILLIAM J. HEALEY.
[SEAL.] H. R. WILCOX.
[SEAL.] W. R. BEEBE.

Sealed and delivered, and taken and acknowledged, this 16th day of March, 1867, before me.

CHAS. W. NEWTON,
U. S. Com'r.

200 UNITED STATES OF AMERICA, *Eastern district of New York, ss:*

Horatio R. Wilcox and Welcome R. Beebe, being duly sworn, deposes and say, each for himself says, that he resides in the southern district of New York; that he is worth the sum of six thousand one hundred and seventy-six dollars over and above his just debts and liabilities.

H. R. WILCOX.
W. R. BEEBE.

Sworn to this sixteenth day of March, A. D. 1867, before me.
CHAS. W. NEWTON,
U. S. Com'r.

Endorsed: U. S. Circuit Court, eastern district of New York. The steamboat James Guy, her tackle, &c., William J. Healey, claimant and appellant, *vs.* Young Tall, lib't and appellee. Beebe, Dean, and Donohue, proctors. Approved: Chas. L. Benedict. Filed this 16th day of March, 1837.

201 Circuit Court of the United States for the eastern district of New York.

THE STEAMBOAT "JAMES GUY," HER TACKLE, WILLIAM J. HEALEY, claimant and appellant,
agst.
YOUNG TALL, libellant and appellee.

To the honorable the Circuit Court of the United States for the eastern district of New York, in the second circuit:

The appeal of the above-named appellant respectfully showeth:

That on or about nineteenth the day of May, one thousand eight hundred and sixty-seven, the above-named libellant exhibited his libel in the District Court of the United States for the eastern district of New York, against the steamboat "James Guy," her engine, tackle, apparel, and furniture, claiming over fifty dollars, praying among other things, for the reasons set forth in the said libel, that the said steamboat, her engine, tackle, apparel, and furniture
202 might be condemned to pay the demands of the libellants and costs in said libel mentioned.

That process was duly issued from said court and served upon the said steamboat; and the claimant of the said steamboat duly appeared and filed his answer to the said libel, praying, for the reason stated in the said answer, that the said libel should be discontinued with costs.

And that thereupon such proceedings were afterwards had, that by the judgment and decree of the said court rendered the twenty-seventh day of February, one thousand eight hundred and sixty-seven, the libellant recovered, in the said action against the said steamboat James Guy, her tackle, apparel, and furniture, the sum of , with his costs, to be taxed.

And this appellant is advised and insists that the said decree is

erroneous, inasmuch as the said decree should have been in favor of the said appellant and not in favor of the libellant.

And this appellant, for these and other reasons, appeals from the aforesaid decree to the next Circuit Court to be held in the said district, and that on such appeal they intend to have the said cause
203 heard anew on the pleadings and proofs in the District Court, and other proofs to be introduced in the Circuit Court; and he prays that the said decree, and every part thereof, may be reversed, with costs, or such other decree thereupon made as to the said Circuit Court shall seem just, and that the said appellee be condemned to pay this appellant his costs and damages in the premises.

BEEBE, DEAN & DONOHUE,
Proctors for Appellants.
BEEBE, *Advocate.*

Endorsed: U. S. Circuit Court, eastern district of New York. The Steamboat James Guy, her tackle, and William J. Healey, claimant and appellant, *vs.* Young Tall. Petition of appeal. Beebe Dean & Donohue, proctors for appellants. Filed May 7, 1867.
204

205 U. S. District Court, eastern district of New York.

Stipulation.

YOUNG TALL
vs.
THE STEAMBOAT JAMES GUY.

NICHOLAS F. BLACKLOCK
vs.
THE SAME.

MARSHALL T. DAVIDSON *et. al.*
vs.
THE SAME.

BENTLY C. BIBB
vs.
THE SAME.

It having been agreed upon the hearing of these causes, which were tried at the same time, that portions of the evidence taken in said of the causes only should be regarded as read in all of them, as appears from the minutes of the court upon the trial, and appeals having been taken from the final decrees in all of the causes, it is stipulated between the parties hereto, that in making up the appeal, papers the clerk may incorporate in each case only so much of the evidence as was actually taken in such case, and that, upon
206 the hearing of the appeals, either party may refer to the returns in the other cases as containing the evidence which the

minutes show was agreed to be considered as having been taken in such case with the like effect, as if such evidence had been included in and made a part of the returns therein.

EMERSON & GOODRICH, *B. D. & D.*

Filed May 20, 1867.

207 At a term of the court of the United States of America for the eastern district of New York, held at the United States court-rooms, in the city of Brooklyn, on the day of , in the year of our Lord one thousand eight hundred and sixty .

Present: The honorable Charles L. Benedict, district judge.

THE S. B. JAMES GUY, HER TACKLE, &C., WM. J. Healey, claimant, appellant,
advs.
YOUNG TALL, libellant, appellee.

The appeal from the United States District Court in the above-entitled cause coming on to be heard, Mr. W. R. Beebe reads from Apostles, and is heard on partof appellant; Mr. Goodrich reads from Apostles, and is heard on the part of appellee.

208 At a stated term of the Circuit Court of the United States held in and for the circuit, at the city of Brooklyn, the 21st day of September, 1867.

Present: Hon. Samuel S. Nelson.

YOUNG TALL, appellee,
agst
THE STEAMBOAT JAMES GUY, "HER tackle, apparel, &c., and William J. Healey, claimant, appellant.

This cause coming on to be heard, on appeal from the decree of the District Court, made and entered on the 27th day of February, 1867, and having been argued by the advocates for the respective parties, and due deliberation having been had, on motion of Emerson & Goodrich, libellants' proctors, it is now ordered, adjudged, and decreed, that that said decree be, and the same is hereby, in all things affirmed with costs; and it is further ordered that the libellants recover herein against the steamboat "James Guy, her tackle, apparel, and furniture, and William J. Healy, claimant, the sum of $2,838 21, with $111 75 interest from the date of said decree, amounting in all to $2,949 96, besides $163 65-100 costs and disbursements on the appeal.

And on like motion it is further ordered, that a summary judgment be, and the same is hereby, entered for the amount aforesaid in favor of Young Tall, libellant, against William J. Headley, Welcome R. Beebe, and Horatio R. Wilcox, the stipulators herein.

And on like motion it is further ordered, that unless an appeal be taken herein within the time limited and prescribed by the rules and practice of this court, that execution issue against the said William J. Healey, Welcome B. Beebe, and Horatio R. Wilcox, for the amount decreed herein.

209 To the honorable the Supreme Court of the United States:

The petition of appeal of William J. Healy, claimant of the steamer "James Guy," her tackle, &c., respectfully shows:

That on the nineteenth day of May, one thousand eight hundred and sixty-seven, one Young Tall filed a libel in the District Court of the United States for the eastern district of New York against the steamboat James Guy, claiming the sum of two thousand dollars and upwards for supplies, &c., and praying for process that said vessel was seized, and the appellant intervened and claimed said boat, and put in an answer to the libel.

That such proceedings were thereupon had that the District Court did order and decree in favor of the libellant, and directed the claimant to pay the amount due; that thereupon the claimant appealed to the Circuit Court of the United States for the eastern district of New York, in the second circuit, and that such proceedings were thereupon had that on the twenty-first day of Sebtember, one thousand eight hundred and sixty-seven, the decree appealed from was
210 affirmed with costs; that the said decree amounts to $2,949 46, besides $163 65-100 costs and disbursements on appeal; that your petitioner alleges and insists that there is error in said decree, and that the same should be reversed and annulled, and the claimant restored to all his rights in the premises.

Wherefore, your petitioner and appellant prays that the court should proceed to hear the cause anew on the pleadings and proofs already in, and such further proof as may be offered; and to reverse and annull said decree; or to do such further or other decree that in the premises may seem just.

BEEBE, DEAN & DONOHUE,
For Appeal.

211

212 Endorsed: Supreme Court United States. William J. Healy, claimant of the S. Boat "James Guy," appellant, *vs.* Young Tall, appellee. Petition of appeal. Filed Oct. 19th, 1867. Beebe, Dean & Donohue, appellants att'ys. I admit service of a copy of the within petition of appeal, Oct. 18, 1867. Emerson & Goodrich, prot's appellee.

213 Circuit Court of the United States of America for the eastern district of New York, in the second district.

Bond for costs, damage.

THE STEAMER JAMES GUY, HER tackle, &c., William J. Healy, appellant and claimant,
vs.
YOUNG TALL, libellant and appellee.

Know all men by these presents, that we, Horatio R. Wilcox and Welcome B. Beebe, are held and firmly bound unto the above-named Young Tall in the sum of six thousand four hundred and seventy-seven 22-109 dollars, to be paid to the said Young Tall, for the payment of which, well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated the day of September, in the year of our Lord one thousand eight hundred and sixty-seven.

Whereas the above-named William S. Healy having prosecuted his appeal to the Supreme Court of the United States to reverse the decree rendered in the above-entitled suit by the Judge of the Circuit Court of the United States for the eastern district of New York:

Now, therefore, the condition of this obligation is such, that
214 if the above-named William J. Healy shall prosecute his appeal to effect, and answer all damages and costs if he fail to make his appeal good, then this obligation shall be void, otherwise the same shall be and remain in full force and virtue.

[L. S.] H. R. WILCOX.
[L. S.] W. R. BEEBE.

Sealed and delivered, and taken and acknowledged this 9th day of October, 1867, before me.

CHAS. W. NEWTON,
U. S. Com'r.

UNITED STATES OF AMERICA,
Eastern District of New York, ss:

Horatio R. Wilcox and Welcome R. Beebe, each for himself, being duly sworn, deposes and says, that he resides in the southern district of New York; that he is worth the sum of seven thousand dollars over and above his just debts and liabilities.

W. R. BEEBEE.
H. R. WILCOX.

Sworn to this 9th day of October, A. D. 1867, before me.

CHAS. W. NEWTON,
U. S. Com'r.

Approved:

EMERSON & GOODRICH,
Lib'ts Proct.

215

216 U. S. Circuit Court. The steamer James Guy, her tackle, Wm. J. Healy, claimant and appellant, *vs.* Young Tall, appellee and libellant. Bond for costs. Damages on appeal. Beebe, Dean & Donahue, proctors. Filed this 19th day of Oct., 1867. Approved. Chas. L. Benedict.

217 UNITED STATES OF AMERICA, *ss:*

The President of the United States of America, to the judges of the Circuit Court of the United States for the eastern district of New York, greeting:

Because in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said Circuit Court before you, or some of you, between Young Fall, appellee and The Steamboat "James Guy," her tackle, &c., William J. Healy, claimant, appellant, a manifest error hath happened, to the great damage of the said William J. Healy, as is said and as appears by his complaint: We being willing that such error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then, under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the justices of the Supreme Court of the United States, at the Capitol, in the city of Washington, together with this writ, so that you have the same at the said place, before the justices aforesaid, on the first Monday of December next, that the record and proceedings aforesaid, being inspected, the said justices of the Supreme Court may cause further to be done therein, to correct that error, what of right, and according to the law and custom of the United States, ought to be done.

Witness, the honorable Salmon P. Chase, Chief Justice of the Supreme Court of the United States, this 18th day of October, in the year of our Lord one thousand eight hundred and sixty-seven, and of the independence of the United States the ninety-second.

CHARLES W. NEWTON,
Clerk of the Circuit Court of the United States of America, for the eastern district of New York, in the second circuit.

O

SUPREME COURT OF THE UNITED STATES.

No. 173.

HORATIO WILCOX, CLAIMANT, APPELLANT,

vs.

YOUNG TALL, LIBELLANT, APPELLEE.

ADDITION TO RECORD AND STIPULATION OF COUNSEL.

FILED JULY 20, 1869.

BALTIMORE, 1866.

Steamer James Guy & Owners, dr. to Young Tall:					
Jan'y 17.	To 20 lb. cut nails, 2 00; 25 ft. lumber, 2 00			4 00	
"	"	"	3 days joiners' work	11 25	
"	18.	"	750 ft. lumber, *a* 8	60 00	
"	"	"	5½ days joiners' work, *a* 3 $\frac{75}{100}$	20 62	
"	"	"	280 ft. lumber, 8	22 40	
"	"	"	156 " " 6	9 36	
"	"	"	27 " walnut, 20	5 40	
"	"	"	125 lb. cut nails	12 50	
"	"	"	1 doz. sheets sandpaper, 36; 2 lb. candles, 80	1 16	
"	"	"	1 paper sprigs	30	
					146 99
"	"	"	9½ days joiners' work		35 62
"	20.	"	1,180 ft. lumber, 8	94 40	
"	"	"	16 days joiners' work	60 00	
"	22.	"	1,016 ft. lumber, 8	81 28	
"	"	"	1 pr. brass hinges	75	
"	"	"	2 dozen screws, 24; 5 lb. wro. nails, 125	1 49	
"	"	"	14 days joiners' work	52 50	
"	23.	"	347 ft. lumber, 8	27 76	
					318 18
"	"	"	15½ days' work		58 13
"	24.	"	1 lock, 2 50; 1 set knobs, 38	2 88	
"	"	"	1 pr. brass hing., 75; 1 doz. brass screws, 33	1 08	
"	"	"	32 ft. lumber	2 56	
"	"	"	15½ days' work	58 12	
"	25.	"	611 ft. lumber, 48 88; 500 ft. moulding, 3½, 17 50	66 38	

"	"	"	1 gross screws	1 50	
"	"	"	15 days' work	56 25	
					188 77
"	26.	"	67 ft. ash, $\frac{6\ 70}{10}$; 195 ft. lumber, $\frac{15\ 60}{8}$.		22 30
"	"	"	8 lb. nails, $\frac{80}{10}$; 36 sheets sand pap, $\frac{1\ 08}{3}$	1 88	
"	"	"	5 papers sprigs, $\frac{1\ 50}{30}$; 1 gross screws, 1 50	3 00	
"	"	"	12 lb. candles, $\frac{4\ 80}{40}$; 2 pr. hinges, $\frac{1\ 00}{50}$	5 80	
"	"	"	2 white knobs	40	
"	"	"	16 days joine's' work	60 00	
					69 08
					$839 07
			Amount fo'ward		$839 07
Jan'y	27.	To	2 brass cubbard locks	2 00	
"	"	"	394 ft. lumber, *a* 8	31 52	
"	"	"	16 days joine's' work	60 00	
"	29.	"	21 ft. lumber, $\frac{1\ 68}{8}$; 34 ft. walnut, $\frac{6\ 80}{20}$	8 48	
"	"	"	3 pr. hinges, $\frac{1\ 50}{50}$; 1 knob, 12	1 62	
"	"	"	18 lb. nails, $\frac{1\ 80}{10}$; 3 doz. screws, $\frac{36}{12}$	2 16	
"	"	"	17½ days joiners' work	65 62	
"	30.	"	175 ft. lumber, $\frac{14\ 00}{8}$; 2 lb. candles, $\frac{80}{40}$	14 80	
"	"	"	3 locks	5 50	
					191 70
"	"	"	16 days joine's' work		60 00
"	31.	"	32 ft. ash, $\frac{3\ 20}{10}$; 212 ft. lumber, $\frac{16\ 96}{8}$.	20 16	
"	"	"	30 ft. walnut, sofa back, 15	4 80	
"	"	"	1 pr. hinges & screws	50	
"	"	"	7 doz. screws, $\frac{84}{12}$; 5 lb. wro. nails, $\frac{1\ 50}{30}$.	2 34	
"	"	"	2 papers sprigs, $\frac{60}{30}$; turning beads, 60	1 20	
"	"	"	500 ft moulding, $3\frac{1}{2}$	17 50	
					46 50
"	"	"	17½ days joine's' work		65 62
Feb.	1.	"	1,465 ft. lumber, 8	117 20	
"	"	"	100 " scant., $\frac{5\ 00}{5}$; 6 ft. ash, $\frac{60}{10}$	5 60	
"	"	"	2 gross screws, 2 75; 1 brass lock, 5 00	7 75	
"	"	"	2 pr. large brass butt-hinges	2 25	
"	"	"	3 dozen brass screws	1 50	
"	"	"	2 brass bolts, 2 25; 6 cabin hooks, 2 25	4 50	
"	"	"	repairing lock, 50; 33 lb. nails, 3 30	3 80	
"	"	"	5 papers sprigs, $\frac{1\ 50}{30}$; 2 lb. candles, $\frac{80}{40}$	2 30	
					144 90
"	"	"	18 days joiners' work		67 50
"	2.	"	136 ft. lumber, 8	10 88	
"	"	"	17 days joiners' work	63 75	
"	3.	"	106 ft. lumber, $\frac{8\ 48}{8}$; 120 ft. ash, $\frac{12\ 00}{10}$	20 48	
"	"	"	18 lb. nails, $\frac{1\ 80}{10}$; 32 rings & stapl's, $\frac{4\ 80}{15}$	6 60	
"	"	"	200 ft. walnut moulding, ca'ved	12 00	
"	"	"	200 " poplar " (")	10 00	
"	"	"	237 " " " 2	4 74	
					128 45
"	"	"	17 days' work		63 75
					$1,607 49

		Am't fo'ward			$1,607 49
Feb.	6.	To 18 lb. nails, $\frac{1}{10}\frac{80}{}$; 1 paper sprigs, 30	2 10		
"	"	" 64 ft. moulding, 1 28; 80 ft. ret. bead, 1 60	2 88		
"	"	" 80 ft. ca'v'd moulding, *a* 5	4 00		
"	"	" 13 days joiners' work	48 75		
"	7.	" 120 ft. small carved mouiding	4 80		
"	"	" 2 walnut stanchions	4 00		
"	"	" 2 " saucers	75		
"	"	" 10 days joiners' work	37 50		
"	8.	" 8 " " "	30 00		
"	9.	" 8 " " "	30 00		
"	"	" 30 lb. nails	3 00		
"	10.	" 68 ft. lumber, $\frac{5}{8}\frac{44}{}$; 3 papers nails, $\frac{90}{30}$	6 34		
"	"	" 1 quire sandpaper	60		
"	"	" 5 lb. wro. nails, 25	1 25		
"	"	" 9 days joiners' work	33 75		
"	12.	" 120 ft. lumber, $\frac{9}{8}\frac{60}{}$; 5 lb. nails, $\frac{50}{10}$	10 10		
				219 82	
"	"	" 8 days joiners' work		30 60	
"	13.	" 268 ft. lumber, $\frac{21}{8}\frac{44}{}$; 16 lb. nails, $\frac{1}{10}\frac{60}{}$	23 04		
"	"	" repairing lock, new knobs, &c	8 00		
"	"	" sawing ventilators	4 00		
"	"	" 2 pr. hinges	1 00		
"	"	" 8½ days joiners' work	31 87		
"	14.	" 90 ft. lumber, $\frac{7}{8}\frac{20}{}$; 3 doz. screws, 36	7 56		
"	"	" 1 rim lock, 250; 1 paper tacks, 25	2 75		
"	"	" 1 new key, 40; 1 strikeing plate, 25	65		
				78 87	
"	"	" 9 days joiners' work		33 75	
"	15.	" 230 ft. lumber, $\frac{18}{8}\frac{40}{}$; 2 pr. hinges, 1 60	19 49		
"	"	" 4 papers sprigs	1 20		
"	"	" 5 rim locks, *a* 2 70	13 50		
"	"	" 4 brass door handles	6 00		
"	"	" 9 days joiners' work	33 75		
"	16.	" 8 " " "	30 00		
"	17.	" 258 ft. prime panel lumber, 10	25 80		
"	"	" 200 " " " 8	16 00		
				145 65	
				2,115 58	
		Am't fo'w'd			$2,115 58
Feb.	17.	To 510 ft. moulding, 2½	12 75		
"	"	" 1 paper sprigs, 30; 2 papers tacks, 60	90		
"	"	" 5½ days' work	20 62		
"	19.	" 6 sheets sandpaper, 18; 30 ft. lumber, 2 40	2 58		
"	"	" 4½ days' work	16 87		
"	20.	" 1 large pr. brass hinges	1 13		
"	"	" 8 " " "	4 00		
"	"	" 3 pr. hinges, 1 50; 15 doz. screws, 1 50	3 00		
"	"	" 1 doz. 1½-in. brass screws	50		
"	"	" 8 brass buttons, on plates	2 40		
"	"	" 8 " knobs, 1 25; 6 cabin hooks, 2 40	3 65		
"	"	" 1 doz. sash fast'ings, 3 00; 1 ship scraper, 1 25	4 25		

"	"	"	648 ft. lumber, 8	51 84	
"	"	"	6 days joiners' work	22 50	
"	21.	"	248 ft. moulding, 2½	6 20	
"	"	"	3 porcelain knobs	75	
"	"	"	½ doz. buttons, on plate, 75; 25 lb. nails, 2 50	3 25	
"	"	"	½ " brass window springs	1 20	
					158 39
"	"	"	8 days' work		30 00
"	22.	"	1 paper sprigs, 30; 4 doz. screws, 48.	78	
"	"	"	30 ft. lumber, 2 40; 2 lb. nails, 20	2 60	
"	"	"	8 days joiners' work	30 00	
"	23.	"	1 pr. brass hing., 30; 1 button, 25	55	
"	"	"	1 knob, 18; 1 hing-hasp, 30	48	
"	"	"	6 deck lights, 8 00; 6 turned stanchion, 9 00	17 00	
"	"	"	1 padlock, 75; 1 pr. hinghes, 50	1 25	
"	"	"	28 ft. lumber, 2 24; 2 doz. screws, 24.	2 48	
"	"	"	7 days joine's' work	26 25	
"	24.	"	12 lb. nails, 1 20; 8 staples, 60	1 80	
"	"	"	1 brass ketch, 25; 1 gross screws, 1 50	1 75	
"	"	"	6 days joine's' work	22 50	
					107 44
"	26.	"	1 brass button, 30; 1 ring & staple, 15	45	
"	"	"	2½ days' work	9 37	
"	27.	"	35 ft. lumber, 1 75; 1 door handle, 40	2 15	
"	"	"	1 day's work	1 75	
"	28.	"	350 ft. 5/4 Y. P. flooring, 8	28 00	
"	"	"	64 " W. P. scantling, 5	3 20	
"	"	"	2 days' work	7 50	
March	1.	"	2 " "	7 50	
"	2.	"	24 ft. ash, 2 40; 1 door handle, 40	2 80	
"	"	"	32 ft. scant., 1 28; 5 lb. nails, 50	1 78	
					64 50
"	"	"	2 lb. candles, 80; 2½ days' work, 9 37.	10 17	
"	3.	"	20 ft. ash, 2 00; 28 ft. lumber, 1 68	3 68	
"	"	"	8 lb. nails, 80; 2 doz. screws, 24	1 04	
"	"	"	2½ days joiners' work	9 37	
"	5.	"	290 ft. culls, 5	14 50	
"	"	"	20 staples, 1 00; 47 letters, 7 05/15	8 05	
"	"	"	1 doz. hat hook, &	75	
"	"	"	2½ doz. screws	30	
"	"	"	2 days joiners' work	7 50	
					55 36
					$2,531 27

March 8th, 1866. Rec'd payment by drafts at 60 & 90 days, $1,250 each.

YOUNG TALL.
Per L. Q. TALL.

[2-cent United States revenue stamp, canceled: "Y. T. 8 3 66."]

C. L. B. Ex. X. Dec. 3.

It is hereby consented that the within bill & receipt be printed & added to the record in the Supreme Court of the United States in the case of Horatio Wilcox, claimant, appellant, against Young Tall, libellant, appellee, the same having been left out & omitted in copying the record by mistake, & that an order to that effect be entered with the clerk of the Supreme Court in the cause.

WM. W. GOODRICH,
Lib'l's Proctor.

(Indorsed:) Joiners' bill, $2,531 27. Paid March 8, 1866. "James Guy."

United States Supreme Court.

WILLIAM J. HEALEY,
Claimant,
STEAMER JAMES GUY,
Appellant,
vs.
YOUNG TALL,
Appellee.

Points.

The appellee filed his Libel, fol. 3, to enforce a claim for materials furnished the "James Guy" in Baltimore; alleging, in the third article, that the owners of the boat were without funds, and that the work was done on the credit of the boat. It is clear that the libel does not allege, and, therefore, does not put in proof the want of *credit* of the vessel.

The answer, commencing at fol. 23, sets up that the claimant is a *bona fide* owner, without notice that the owner had means, and that libellant applied to get the work and perform it on a special contract.

There was a large amount of evidence in the case, and the District Court decreed for libellant, which, on appeal,

was affirmed. The appellant submits that, on the proof, the decree below is erroneous.

FIRST.—The doctrine on which the vessel is held for supplies furnished her in any instance is an old one, and founded, when it was settled, on good sense and on clear reasons, which have to exist in all cases in which it is to be enforced. These are:

First. That the supplies furnished are necessaries.

Second. That the owner had not the means to obtain them, and had no credit, personal or otherwise, to obtain them, except by the pledge of the vessel. The cases all contain all these requisites to make a lien necessary.

SECOND.—In order to hold a case coming within this, something more is necessary than that after the goods are furnished it turns out that a man cannot pay. The question, whether or not a lien exists, arising prior to this time, and is to be determined by other questions than what his credit is then found to be. The points to be determined are, on what credit it was furnished, and whether both, not one party made the bargain, and thus when the contract to do the work was made, the question is not what the real means of the party was when the work was ordered, or what the credit ought to be, but what the parties supposed it to e, and on what they contracted.

THIRD.—Taking the point when the contract was made to determine these questions, what are the facts in the case on which it is to be determined whether the credit was on the vessel?

It is to be observed, in the first place, that the contract to pledge the vessel must be on a mutual, express, or implied contract. The credit can not be a silent one of the libellant's own making. The circumstance must show that such was the understanding.

In the absence of an express agreement hypothecating the vessel, the circumstances must show a want—first, of means; second, of personal credit.

Now, on both these points, before holding a vessel liable, it must appear that as to the means, not only that the owner had not cash more than enough to pay all his debts, but that he was without present cash or means which could be applied to that object; because if he had enough for that, even was he short for all his debts, the fact that he had ready means for this would prevent the inference, in the absence of express contract of a lien A lien will not be implied where he had the means, if he had been asked to pay to do so. The law will not encourage such trust.

Again, as to the want of credit, this must not be that had the vendor known the real condition of things he would not have trusted. It means that the known condition of the parties' credit was such, that at the time of the furnishing of the repairs that no one would have trusted him but on such credit. Subsequent developments will not make out a want of credit; it must be what was his credit at the time of the contract, and what was known to the vendor at the time he contracted.

The vendor is charged with the duty of inquiring as to such credit or means, and cannot trust to the law

setting him right; that is, no credit if it turns out the man is in funds, and credit if it turns out he has none. These facts must turn on the question of what the mechanic agreed and knew when he trusted, not what may happen. It is not the result that is to determine this, but the acts of the parties when the contract is made.

FOURTH.—Liens of the character here set up are not favored in this Court or by any system of laws; they are *strictisimi juris*, and are not to be sustained but on the most ample proof.

Pratt *vs.* Reed, 19 How., 359.
Case before Judge Chase.

This is the true, safe, and only rule. To permit any other is simply to let men do work and leave the law to make a contract for them—to really trust the person and then permit and encourage perjury in swearing the debt on the vessel. The doctrine is one fraught with great hardship to innocent parties. The one in Pratt and Reed is a doctrine simply asking a man when he makes a contract and parts with his goods to either have a positive contract or be able to show facts to make out a clear case.

FIFTH.—Taking the simple and true rule, that the libellant, in the absence of an express agreement for lien, which absence is his own fault, to have the onus of showing

that the credit was necessarily given to the vessel. What does this case show?

First. A clear and entire absence of the slightest evidence or statement when the work was being done, of the vessel's credit being relied on.

Second. A full proof of the fact that the claimant had abundant credit with all persons.

Third. The actual taking of notes and giving credit.

Fourth. In fact, the time of credit not expired at the time the libel was filed, it being quite clear from all the evidence that at the time of the commencement of the suit but a part of the amount was due for which this decree is entered. The lien and its enforcement is suspended if there was one, until the expiration of the credit.

Nester 1, Sumner 73, 85.

Fifth. Where, as in this case, the libellant himself is admitted by law as a witness, all the uncertainties that formerly surrounded such questions cease, because if the libellant ever made such a bargain for a lien or pledge, it is in his power to show.

Sixth. Whenever in the authorities most favoring a lien, in which attempts are made to uphold a lien the language is most uniform and clear, "*give to all material men a lien in the ship, provided the supplies were necessary, and could be obtained only by a credit on the vessel.*"

1 Parsons, Mar. Law, p. 491.

No language could be clearer or more to the point. To support this doctrine the learned author quotes Pratt *vs.* Reed, above cited. He also refers to the opinion of the District Judge of New-York, subsequent to Pratt *vs.* Reed. See also C. ~~Judge~~ Chase's opinion.

This opinion—Brown *vs.* Propeller Albany—is full and clear (1 Parsons, M. L. 491); and the Young Sam, 20 Law Reporter, 608–610, would seem to show that Judge Curtis so understood the law.

See, also, 4 Wash., C. C. 453.

Liens, when once attaching, follow of course the property; and as they would so be in restraint of transfers and business, they are not to be favored. The shipping of the United States have enough burthens to support without adding this; and it is proper to come back to the true rule which does not allow a credit unless it is needed, and unless repairs cannot be obtained without it.

The judgment should be reversed.

CHAS. DONOHUE, *of Counsel.*

U. S. Supreme Court.

YOUNG TALL,

Appellee.

versus

THE STEAMBOAT "JAMES GUY," &c.,

Appellant.

POINTS OF APPELLEE.

WM. W. GOODRICH,

For Appellee.

BEEBE, DEAN & DONOHUE,

For Appellant.

New York:
WM. C. BRYANT & CO., PRINTERS, 41 NASSAU ST., COR. LIBERTY.

1868.

U. S. Supreme Court,

ON APPEAL FROM CIRCUIT COURT,

EASTERN DISTRICT OF NEW YORK.

YOUNG TALL,
Appellee,

vs.

THE STEAMBOAT "JAMES GUY, &c.,
Appellant.

Points for Appellee.

This action was brought to recover the amount of a bill of repairs and supplies, which the libellant furnished to the steamboat *James Guy*, at Baltimore, in January, February, and March, 1866. She left Baltimore in March, and never returned there (fol. 35, 138). She went to Newbern, and thence to New York, where she was attached in this action, in May, 1866.

The issue was tried in the Eastern District of New York, in December, 1866, and a decree rendered for the libellant for $2,838.31.

An appeal was taken to the Circuit Court, which in September, 1866, affirmed the decree, and from that decree, an appeal is taken to this Court.

It was admitted by the appellant, that the repairs and supplies were furnished at Baltimore; that they were

of the alleged value; that the vessel was foreign to Maryland, and that Olney, her owner, resided in Brooklyn, New York.

It was further proved beyond, dispute that Olney was utterly bankrupt, and had been so for years, having over thirty judgments against him, some of which he had defied counsel to collect.

The only questions that remain to be considered, are whether the supplies were necessary, and whether they were furnished on the credit of the vessel.

If they were necessary, and were furnished on the credit of the vessel, the libellant had a lien on the vessel, which will be maintained in Admiralty.

First.—The supplies were necessary. The vessel was being fitted up to run as a passenger boat from Baltimore to Norfolk, and the libellant testifies that the work was necessary, and such work as it was customary to do on such a boat (fol. 138), and he is corroborated by Wilkins (fol. 153 and 154) and by the bill of items (fol. 189.)

There is no attempt to dispute this by evidence.

The work was ordered by the owner, and he was the best judge of its necessity.

The Alexander, 1 W. Rob., 362.
The Sophie, 1 W. Rob., 369.

Second.—It is affirmatively established, by the positive testimony of the libellant, that credit was given to the vessel.

Young Tall:

Q. Upon whose credit was the work done, and materials furnished?

A. On the boat's credit. (Fol. 136.)

Q. Would you or not, at the time the repairs were contracted for, have done any work for Mr. Olney on his personal credit.

A. No sir. (Fol. 137.)

There is no attempt to contradict this testimony upon a point, which must necessarily be within the personal knowledge of the libellant, by any positive testimony of the owner of the vessel (the other party to the contract).

It must be conceded by the appellant, that anything which occurred, tending to disprove the giving of credit to the vessel, was known to Olney. Yet no testimony was offered, in direct contradiction of the positive testimony of the libellant.

Third.—This bill was charged to the vessel, on the libellant's books, and the bill was so rendered to the owner, and was by him received without objection or dispute. In fact, upon it he claims to have taken a receipt for its settlement and discharge of the lien, and he gave a draft, which contained the words, "Charge to account of steamer *James Guy*."

Fols. 82, 86, 134, 164, 189.

This corroborates the positive testimony of the libellant, that credit was given to the vessel, and "repels the notion that any mere personal responsibility was exclusively relied on, or taken."

The Bark Chusan, 2 Story, 468.

Fourth.—The libellant's affirmative testimony was corroborated by the circumstances under which the

contract was made, and by the fact that Olney had no personal credit at Baltimore.

The parties to that interview, Tall and Olney, have each given their version of it, and both are corroborative of the libellant's allegations.

The libellant says: I know the steamer *James Guy;* Capt. Olney, of that steamer came here and told me that he had a job for me; I told him I was very thankful for it; the boat came here, and he told me to go on board and go to work; I sent my men aboard and went myself with them; they commenced to work; I kept on with the work until she was done." (Fol. 137.)

"Mr. Olney did not say how I was to be paid when I commenced the work, but I expected the cash; of course I would not work for a stranger except for cash; I would not work for him anyhow, but for the boat; that is the one I worked for; Mr. Olney was a stranger to me; that is to say, I had known him for a few months only before I began the work. (Fol. 136.)

Q. "Upon what credit was the work done and materials furnished?

A. On the boat's credit; I don't know whether Olney had any credit in this city or not; upon reflection, I would say that Olney had no credit in Baltimore at the time referred to.

Q. Would you, or not, at the time the said repairs were contracted for, have done any work for Mr. Olney, on his personal credit?

A. No, sir. (Fol. 137.)

"There was no agreement with Mr. Olney as to taking his acceptances for the work done, and materials furnished his boat until the work was nearly done, in fact quite done." Fol. 138.)

"I do not think that Olney at the time referred to was largely engaged in the steamboat business; I did

not, myself, consider that he was; I did not know that he was the agent of the People's Line of Steamers; I can't say that I ever heard that he was, until yesterday, or it may be a few days or a month ago; but since the cause of action in this case accrued; I cannot say that Olney ever informed, me that he was such agent. (Fol. 143.)

The only witness, to the terms of this contract produced by the claimant is Olney, himself, who says:

Q. "How were these repairs done, (speaking of all repairs done by Tall,") on credit or for cash?

A. Invariably upon credit. (Fol. 47.)

(It will be noticed that he does not say upon his personal credit.)

Q. "Now after arrival of the *James Guy*, in Baltimore, did you have any agreement, or was anything said between you and Mr. Young Tall, about repairs upon the *James Guy*?"

A. The Quarter-master-General sent me a letter to Mr. Fardy, asking me to give the business to him; Mr. Tall saw me go down there, and he said "for God's sake don't let him do the joiner work; if you have to give him any of it, give him as little as you can help—give it to me."

Q. Did you say anything about credit?

A. I told him it would be upon credit.

Q. Anything about drafts upon Mr. Mott?

A. He asked me if I would give him drafts upon Mr. Mott; I said I had no more funds in New York; that what I did now was my own matter, separate and independent from Mr. Mott, in every respect.

Q. Was the question of time as to what was to be the extent of credit, fixed?

A. I told him I would make it 60 and 90 days.

Q. Half at 60?

A. Part at 60 and part at 90.

Q. Under that did he go to work to do the repairs.

A. He did. (Fol. 47, 48.)

Q. Where was the question of credit agreed upon?

A. It was a month after the purchase of the boat; before I got her to Baltimore, and he had visited me several times, to know if he was going to have this work; I told him then, I had no more means that I could draw upon in New York; that I must do it from my own personal affairs; that I owned this boat now, that I had a bill at Washington, but that I must have credit, and if he did not give me credit, Mr. Fardy must do it for me.

Q. What answer did he make?

A. He says, "I will give you as good credit as any man in Baltimore. (Fol. 49.)

It will be observed that although the question of credit was alluded to, it was only the question of extending the time of payment; no allusion is anywhere made by Olney, to the giving of personal credit to him, exclusively of the vessel.

There is nothing inconsistent in the extension of the time of payment, and the hypothecation of the vessel—the one, in fact, presupposes the other.

The Nestor, 1. Sum. 84.

Mr. Healy, the claimant, and son-in-law of Olney, knows nothing about the interview at which the contract was made; the work commenced January 17, as appears by the bills, while the first interview of Healy was on the 23d of January, (fol. 71); the work had then been in progress, several days.

Fifth.—Olney was a bankrupt, and had no funds or personal credit in Baltimore, or anwhere else.

1. He admitted that he failed ten years since for $100,000, and that there were "plenty of judgments" against him, a fact also proved by the records, (fol 40,) that he had been since that time continually insolvent; that he had been examined under a creditor's bill, and had defied counsel to collect judgments of him (fol.

50 and 51,) and that his house in Brooklyn stands in his wife's name (fol. 56.)

That there are still outstanding claims against him in Baltimore (fols. 58, 61.)

That he still owes his hotel bill at Barnum's Hotel, in Baltimore (fol. 61,) for which he gave a draft similar to the one which he gave the libellant.

To hold that Olney, by concealing these circumstances can establish a personal credit, which will defeat a lien upon the steamer, would be putting a premium upon chicanery and dishonesty.

2. His credit, based on the running of the People's Line, was fictitious, intended to deceive, as it did deceive, the public.

He commenced losing money on this line, in the fall of 1865, (fol. 64.)

He says he received in this line $164,000, and sunk all of it and more too, (fol. 64.)

3. It is conclusively shown, by the testimony of many persons with whom he dealt, that Olney was without credit in Baltimore.

Davidson, fol. 34, 35.
Tall, fol. 137.
Smith, fol. 144.
Ramsburg, fol. 147.
Richardson, fol. 150.
Needham, fol. 155.
Washburn, fol. 159–160.
Uniack, fol 163.
McKim, fol 167.
Clark, fol. 168.

4. He had no office in Baltimore, exclusive of that of the People's Line.

Q. "What sign was over your door where you transacted your business?

A. Barnum's Hotel.

Q. Had you not an office?

A. I had an agent there, but I seldom visited his office.

Q. Where was it?

A. It was where the Leary people had their office.

Q. What was over the door—your name?

A. I think it was People's Line; I don't know even if there was a name; I don't recollect of seeing a name at all." (fol. 52.)

5th. Olney kept no bank account.

Q. Where did you keep your bank account in Baltimore?

A. In my pocket.

Q. You kept no bank account?

A. I had some little collections with Mr. McKim; I used to deposit drafts for collection there.

Q. You had no bank account there?

A. No, sir.

Q. Did the People's Line have a bank account?

A. No. (Fol. 66.)

6th. Olney attempts to bolster up the evidence as to his own personal credit, with evidence of the large amount of business, transacted by the People's Line, which is not shown to have had any connection with the James Guy, either as owner or agent, and no claim is made in the answer, that the libellant gave credit to that line.

Sixth.—Such an absence of personal credit, would of itself, justify and imply the pledging of the vessel's credit, for necessaries, in a foreign port.

It casts the burden of proof upon the claimant, to show that credit was given to the owner *exclusively*, because

it shows an apparent necessity, for pledging the credit of the vessel.

The *Jerusalem*, 2 Gall, 349.
The Eastern Railroad, 1 Curtis, C. C., 259.
Thomas *vs.* Osborn, Judge Taney's opinion, 19 How., 28.
The *Nestor*, 1 Sumner, 73.

This latter case was commented upon, and approved by Judge Taney, in Thomas *vs.* Osborn.

Seventh.—There is an utter absence of all such proof on the part of the claimant.

Eighth.—The case of Pratt *vs.* Reed, (19 How. 359), has been cited by thedefen, ce as an authority adverse to the ruling of the District and Circuit Courts in the present case. Such an interpretation of the decision in that case is wholly unauthorized.

The *Sea Lark*, 1 Sprague, 573.
The *Eledona* (Judge Blatchford, S. D. N. Y., Dec. 1867.

The learned Judge who announced the opinion of the Supreme Court in Pratt *vs.* Reed, has heretofore given his own understanding of that decision, in his opinion in the case of the *Neversink*, and the case at bar (the opinions being hereto annexed) and has decided, that the ancient and settled rule is still in force, and that the case of Pratt *vs.* Reed only affirmed that rule.

Besides, Judge Nelson, in his opinion, refers to the case of Thomas *vs.* Osborn, page, 28, of the same volume, and decided at the same term of the Supreme Court. In the latter case the Court lays down this rule:

"The master of a vessel in the United States, being in a foreign port, has power, in case of necessity, to hypothecate the vessel, and also to bind himself and the owners, and he does so without any express hypothecation when in case of necessity, he obtains them on the credit of the vessel, without a bottomry bond."

Ninth.—The ancient rule, referred to in Pratt *v.* Reed, I understand to be simply this:

"Where repairs have been made, or necessaries have been furnished to a foreign ship, or to a ship in a port of the State, to which she does not belong, the general maritime law, following the civil law, gives the party a lien on the ship itself for his security, and he may well maintain a suit *in rem*, in the Admiralty to enforce his right."

The General Smith, 4 Wheat., 443.

"By the general maritime law (in case of a foreign ship) every contract of the master for repairs and supplies imports an hypothecation."

The Jerusalem, 2 Gall., 349.

"By the maritime law, materials and supplies are presumed to be furnished on the credit of the vessel and owners, until the contrary is proved."

The Eastern Railroad, 1 Curtis C. C., 259.

"If Leach (the master) made the contract by virtue of his authority over the bark in that character, then these supplies and repairs in a foreign port, if necessary to enable the vessel to proceed, are presumed to have been made on the credit of the vessel, unless the contrary appears. * * * * *

These are the established principles of maritime law in this country, as heretofore recognized and administered in the Courts of the United States * * *

I consider the rule, as I have stated it, to be conclusively settled in this country by an unbroken series of decisions in this Court, and at the Circuits."

Thomas *vs.* Osborn (Judge Taney) 19 How., 38.

There is no need that express words should be used, stating that the credit is given to the vessel, at the time of the contract. Who ever heard of an instance in which such words were used. The Court looks to the circumstances which surround each case in order to form a judgment upon the question.

(The *Neversink*, Judge Nelson *infra*).
The Eliza Jane, 1 Sprague, 153.

"The libellant furnished them (supplies to a foreign vessel) at the request of the master, and was not paid therefor. These facts, by the general maritime law, were sufficient to create a lien: that is, a tacit hypothecation following as a legal consequence of these facts. There need be no express stipulation for such hypothecation. Credit must indeed be given to the vessel, but it need not be proved that there was any special agreement to that effect. When such supplies are obtained an credit, it is presumed thas credit was given to the vessel, as well as the owners, unless there is something in the circumstances of the case, to repel such presumption."

The *Eliza Jane*, 1 Sprague, 153.

The Courts have repeatedly recognized or adopted this doctrine, and held that the Admiralty Court may enforce this lien.

The Aurora, 1 Wheat., 96.
Peyroux *v.* Howard, 7 Peters, 324.
Davis *v.* A New Brig, Gilpin, 473.
Davis *v.* Child, Davies, 73.
The Sandwich, 1 Peters' adm., 233.
Andrews *v.* Wall, 3 Wheat., 573.
The Brig President, 4 Wash'n C. C., 453.
The Eagle, Bee, 78.
The Davis, Crabbe, 185.
The Belfast. 7 Wall 6 24. 643

The elementary writers concur in the principle, that a lien is presumed where necessary supplies are furnished to a foreign ship in a foreign port.

Benedict's Admiralty, § 267.
1 Conkling's Ad., pp. 76, 78.
3 Kent's Com., 169, 170.
1 Pars. M. L., 491, 492.
Abbott on Shipping (M. P.) 148, note.

The case of Pratt *v.* Reed was correctly decided according to the foregoing principles, for the circumstances in the case showed clearly, as a matter of fact, that the supplies were not furnished upon the credit of the vessel, but upon an account current and "under some general understanding" with the owners (p. 361).

Tenth.—The libellant has thus proved that he did the work on the credit of the vessel; that Olney's personal credit in Baltimore was bad in January, 1866, when the contract was made; that he commenced to lose money largely on this line of boats in November, 1865, two months before this work was commenced; that he sunk the $164,000 (receipts of the line) and more besides; that he was totally insolvent, and had been so for many years; that even his private board bill at Baltimore is unpaid; that there are numerous judgments against him; that suits are now pending against him in Baltimore, and that he has defied counsel to collect judgments, by supplementary proceedings. If such a state of facts does not constitute a case for sustaining a lien upon a vessel, it is difficult to see when a lien will be adjudged, except where it is given by a written hypothecation, or a bottomry.

Ninth.—(*a.*) The late case of the *Lulu*, decided by Chief Justice Chase, in Baltimore, purports to be decided upon the authority of Thomas *vs.* Osborn, and Pratt *vs.* Reed. In all these cases the rights of an innocent owner, purchaser or mortgagee were involved. In the present case no such question arises, for the rights to be considered are those of the material man and of a purchaser who took title to the vessel with ample notice of the existence of the lien.

Chief Justice Chase, in the opinion in the case of the *Lulu*, says:

"It was contended also that the rule (in Pratt *vs.* Reed) goes beyond any that has been heretofore applied to material men by the Courts, and I must admit that I have found no other case in which proof so stringent as that required by it has been held essential to a lien for repairs and supplies. But the rule established by the unanimous judgment of the Supreme Court is not on that account the less binding on me. I am constrained, therefore, to hold that the furnishing of the repairs and supplies set forth in the several libels did not create a maritime lien," &c., &c.

The opinion seems to indicate that the learned Chief Justice might have arrived at a different conclusion had the question been uninfluenced by the apparent rule established in the case of Pratt *vs.* Reed. Before the present tribunal, however, that case may be fully discussed, and the rights of material men may be placed upon the "ancient and settled rule" adverted to in Pratt *vs.* Reed.

Eleventh.—The receipt of Olney's drafts by the libellant does not destroy the lien. They were drawn by Olney, and accepted by, himself (fol. 42, 49).

1 Parson's M. L., 502, note 3.
Flander's M. L., 245, 247, 190, 191.
The *Albatross*, 2 Wall, [illegible]. fr. 327
Page *v.* Hubbard, Sprague, 335.

Even the taking of a bond, or security, does not impair the lien.

Gilman *vs.* Brown, 1 Mason, 192.
The *Hilarity*, 1 Bl. & How., 90.
The *Active*, Olcott, 286.

Time is the very reason and foundation of a maritime lien. There is no inconsistency in giving credit, and retaining the lien on the ship, at the same time. In fact, it would be utterly inconsistent with the professed object of all such supplies, to retain the possession. Time is given in order, that a vessel may proceed on her voyage, and thus earn freight to pay her bills.

The *Nestor*, 1 Sumner, p. 84.

The drafts were presented at the trial, for cancellation (fol. 42).

Twelfth.—The drafts were not taken in discharge of the lien.

The burden of proof is upon the claimant, to show that the libellant's lien was discharged by an agreement to take them in lieu of, and in place of the original lien.

The *St. Lawrence*, 1 Black, 532.

The only evidence on this point, offered by the claimant, was, that the bill of items was receipted in full by Tall's clerk—but the libellant says he was not present

when the receipt was given, that he never saw it, and that the clerk had no authority to make it (fol. 86, 87).

And even were it otherwise, the words "Received payment by draft," not only, do not import a discharge of the lien, but tend to prove, that the lien was not to be released until the drafts were paid.

Thirteenth.—I have not deemed it necessary to discuss the various questions of fact arising upon the trial, where Olney was contradicted on material points of testimony, because the Court, before which the witnesses appeared, had a better opportunity of ascertaining the truth, and that tribunal has found affirmatively all the allegations of the libel.

Fourteenth.—The lien has not been lost by *laches*. The claimant, Healy, stands in no better position than Olney, his father-in-law. He was not an innocent purchaser. He knew that Tall had been doing work upon the vessel—in fact he saw him doing it (fol. 74). He was "purser for the line" (fol. 69), and "familiar with all its pecuniary matters" (fol. 77). Such knowledge put him upon inquiry when he purchased, and he must be held to have taken the steamer *cum onere*.

The vessel left Baltimore and never returned, and was libelled at the first opportunity and within two months after the repairs were done. To defeat the libellants' lien, it must affirmatively appear, that he has been guilty of *laches* in asserting his rights.

The *Rebecca*, Ware, 212.
2 Pars. M. L., 665.
The Bark *Chusan*, 2 Story, 455.
The Atlantic, Crabbe, 440.
The Robert F. Stockton, Crabbe, 850.

Fifteenth.—The judgment of the Circuit Court should be affirmed, with interest and costs.

Wm. W. Goodrich,
Of Counsel for Appellee.

Orville Horwitz
for appellee

U. S. DISTRICT COURT,

EASTERN DISTRICT OF NEW YORK.

YOUNG TALL,

vs.

THE STEAMBOAT JAMES GUY, &c.

Opinion of Judge BENEDICT. February 1867.

BENEDICT, J.—This is an action brought to recover of the steamer *James Guy*, the sum of $2,534, being the amount of a bill of repairs, put on that vessel in January 1866. No question is raised, as to the performing of the work, or the correctness of the amount charged. The sole controversy is whether the facts establish a lien upon the vessel. It appears in evidence that the work, in question was ordered by George Olney, in Baltimore, where both Olney and the vessel were at the time. Olney was the owner of the boat, and a resident of the city of Brooklyn, New York. The vessel is conceded to have been foreign to the port of Baltimore. The work was commenced on the 17th of January, and soon after it was completed, the vessel left Baltimore and has never since returned. In April following, she came to this port, having shortly before been transferred by Olney to his son-in-law, who is the claimant in this action, and who, as I understand the evidence, must be held chargeable with knowledge of the existence of this demand, at the time he took the title. The work was necessary for the vessel in her then business. Its character shows this, and the fact that the owner himself, being then present, directed the work, also establishes this. One test of necessity is whether a prudent owner would sanction the expenditure. (The Alexander, 1 W. Rob., 362.)

The work was, moreover, done upon the credit of the vessel, and not upon the exclusive personal credit of Olney. Upon this point the testimony of the libellant is positive. He is supported by the circumstance that the work was at the time, charged to the boat, and not to Olney on the bills. Olney, the owner, knew that it was so charged, for he received, without objection, the bills made out against the boat, and two time drafts, which he gave for the amount, contained the words "charge to account of steamer *James Guy*." Circumstances like these, have repeatedly been held sufficient to show an agreement based upon the credit of the vessel. Furthermore, Olney himself, when examined, does not undertake to deny the statement of the libellant, that the credit of the vessel was relied on, and nowhere says that the work was contracted solely upon his personal responsibility. It is indeed true, that, as he says, time was stipulated for, and time drafts taken for the amount, but that does not show, or tend to show that the responsibility of the vessel was not looked to, when the debt was contracted, and the credit of the vessel made a part of the agreement. Time is the very foundation and reason of a maritime lien upon a vessel. The maritime law gives the lien, in order that the material man may give time, and so, the vessel proceed to make voyages and earn freight to pay her bills (the *Nestor*, 1 Sum., p. 84), and provision for the credit of the vessel, and for delay of payment, are not only not inconsistent with each other, but the latter feature tends, somewhat, to show the existence of the former in the agreement.

The evidence here, if it be not sufficient to warrant finding an express hypothecation of the vessel as security, shows very satisfactorily to me, that the responsibility of the boat for the bill, was a feature in the transactions, recognized by both parties at the time of contracting the debt, and this being so, according to the general maritime law, as I understand it, a lien was created, which a Court of Admiralty is bound to enforce; and such, it is conceded, would have been the law of

this case, previous to the decision of the Supreme Court in the case of Pratt *vs.* Reed; but it is contended that according to the ruling in that case, this libel must be dismissed, for the reason, that it has not been made to appear, that at the time of making the agreement in question, Olney, the shipowner, was without credit in Baltimore. Now, with the most sincere desire to give to this, and all other decisions of the Appellate Court, their full force and effect, as the authoritative guides of the Courts below, I find it difficult to consider the case of Pratt *vs.* Reed as deciding more than this: That when the circumstances of the case are such as to raise a presumption, that there was no necessity for an implied hypothecation, it then becomes incumbent on the libellant to show a necessity for a credit. But whether such be, or be not, the true construction to put upon the decision in the case of Pratt *vs.* Reed, I am quite confident, that no such sweeping effect, as is here contended for, should be given to it.

The claim now is, that under that decision, no matter how insolvent in point of fact the shipowner may be, and no matter how devoid of credit he may be in the place of his residence, and no matter what other circumstances attend the contracting of the debt, no implied lien for supplies can ever be held established, in the absence of proof, that the shipowner was without personal credit at the time and place of incurring the debt. Now, the opinion itself, delivered in the case of Pratt vs. Reed, seems to me to indicate, that such could not have been the understanding of the Court; for if such be the law intended to be declared, it is conceded, that it is contrary to the whole current of former decisions upon the subject: but the opinion contains no intimation of an intention to disturb the adjudged cases. Moreover, the case of the *Alexander*, cited in the opinion in support of the decision, is adverse to such a view of the law, and the facts of the case before the Court, called for no such determination. Such a doctrine would have the effect, to enable a shipowner, to take advantage of a fraudulent

credit, temporarily established in a strange community, to deprive material men, of that security, which, under the real facts of the case, the maritime law, looking to the interests of commerce, and on considerations affecting public policy, has always given. And such is the case here. Olney, the owner of this vessel, who contracted the debt in question, was in fact a bankrupt. In the place of his residence he was and had been for years notoriously insolvent.

Over thirty judgments, rendered within the past ten years, stand recorded against him in Brooklyn. He was at the time in question, so destitute of money, that his hotel bill, due on his leaving Baltimore, was left partly unpaid. Any personal credit, which he might have been able to acquire in Baltimore, was wholly fictitious, based upon a concealment of his real position, and at once to be dissipated upon a declaration of the truth. Can such a credit, assuming it to have been proved in this case, in justice to the parties or to the community, be availed of by him, as a defence to an action like this? I cannot think, that the general language of some parts of the opinion of the Supreme Court, in the case of Pratt vs. Reed, can, with justice to that Court, be separated from the facts of the case before it, and considered as decisive of a case like this. My opinion, on the contrary is, that when the libellant here proved, as he did beyond dispute, that Olney, the shipowner, was in fact bankrupt, without money, he sufficiently proved a necessity for the credit of the vessel, and this I believe to be in accordance with the late decision of Judge Shipman, in the case of the *Neversink*, and with the decision of Judge Sprague, in the case of the *Sea Lark*, (1 Sprague, 571.) The result then is, that the libellant has a subsisting lien upon this vessel, unless it was waived by the taking of two time drafts for the amount—one at sixty, and the other at ninety days. Here the burden is upon the claimant, to show that the libellant agreed to receive the drafts in lieu of, and in place of the original claim. (The *St. Lawrence*, 1 Black., 532).

The drafts were drawn by Olney upon himself, and gave no additional security, and I find no evidence in the case, which will warrant the conclusion, that the libellant intended, by taking them to charge the character of the demand, from an account against the vessel, to an account against Olney personally. Nor do I consider that the fact, that one of these drafts had not matured at the commencement of this suit, can be available in reducing the amount of the decree. Both drafts are now due and both unpaid, and both are surrendered in Court. All the delay of payment agreed upon has been obtained, and both drafts having been surrendered, I see no reason, why the decree should not be for the whole bill. My determination, therefore is, that under the facts of this case, a lien is established in favor of the libellant for the amount of his bill, and while it is a satisfaction to me to feel, that not only the law, but the justice, of the case requires such determination, it is also satisfactory to know that the amount of the claim is sufficient, to enable an appeal to be taken to an Appellate Court, where any error I may have committed, can be promptly corrected. Let a decree be entered for the amount of the bill, with interest.

U. S. CIRCUIT COURT,

EASTERN DISTRICT OF NEW YORK.

YOUNG TALL,
Appellee,

vs.

STEAMBOAT "JAMES GUY," &c.,
Appellant,

Opinion of Judge Nelson, Sept., 1867.

NELSON, C. J.—The main question in this case is, whether the steamboat is subject to a lien for the bill of repairs put upon her by the libellant; and that turns upon the point, whether the credit was given to the vessel or to Olney, the owner; and after a very full examination of the evidence, I am satisfied it was the intention of both parties that the payment was to be made when the repairs were finished, and that in the mean time the mechanic or workman looked to the vessel, as his security. It is needless to go over the proofs in support of this conclusion; all the facts and circumstances attending and surrounding the case, tend in this direction. It is supposed by the counsel for the respondents, that the case of Pratt *et. al. vs.* Reed, (19 How., 359,) has an important bearing in this case, adversely to the lien. We do not so understand it. The necessity for repairs and lien upon the vessel, to enable the master to procure them, are insisted on there, as essential elements to support the lien, and inrespect to the soundness of which there can be no controversy; but the necessity in both instances (for repairs and lien) must depend upon the facts and circumstances of the case. In Pratt *vs.* Reed, they repelled the necessity of the lien. In the present case, we hold they support it. We are not aware that any other rule has ever been established.

We also concur with the Court below, that the respondent who sets up a purchase of the vessel, is chargeable on the proofs with notice of the charges against the vessel for the repairs.

Decree below affirmed.

U. S. CIRCUIT COURT,

Southern District of New York.

Elias Ross, *et al.*, *agst.* Steamboat "Neversink."	Opinion of Judge Nelson, Nov., 1867.

Nelson C. J.—The libel was filed in this case, to recover for supplies of coal, furnished the *Neversink*, at New Brunswick, N. J., between the 12th of March, and the latter part of April, 1866. The boat made daily trips between the city of New York, and this place, and was under a charter party to Thornal & Hine, who were the owners *pro hac vice*, R. Cornell White being the general owner.

The boat was registered in New York, where the general owner and charterers resided; Thornal, one of the charterers, was master. That the coal supplied was necessary to enable the vessel to perform her daily trips, earn her freight and passage money, and that the credit for the supplies, as a matter of fact, was given to her and the owners, cannot be doubted on the proof. The main question of controversy is, whether or not there is sufficient evidence of an apparent necessity, exsisting at the time, within the rules of maritime law, which justify the furnishing the coal, on the credit of the vessel. It has been said, or intimated by every respectable authority, that this rule has been extended beyond its ancient strictness in the recent cases of Thomas *v.* Osborne (19 How. 29,) and Pratt *v.* Reed (Ib. 331,) and that a greater degree of proof of this necessity is now required by the adjudications than had been previously exacted in the administration of this branch of the rule. I may be permitted to say, having written one of these opinions,

and fully concurred in the other, after extended argument at the bar, and the very full discussion by the Judges in the conference naturally arising out of the difference of opinion among them, that no such purpose existed by the Court, or either of the Justices; and a reference to the cases will show that the opinion delivered in each of them, was placed and intended to be placed upon ancient and settled authority. Some prominence, it is true, was given to this branch of the rule, and the propriety of properly enforcing it, in both opinions; for the reason that in several cases that had come before us, it had been overlooked or disregarded; and the decisions had proceeded on the ground, that proof of an apparent necessity for the credit, constituted no part of the maritime rule. That error it was intended to correct, by recalling to the notice of the profession, the rule as established by both the ancient and modern authorities. We do not intend to go over this subject again, as we regard the two cases above referred to as laying down the principles which govern it; and applying it to the case in hand, we are satisfied that the proofs show an apparent necessity for the credit in question. The master had no funds to meet the payment for the coal as delivered, and the owners, the charterers were not present, but resided at a distance, and in the sense of the maritime law, in a foreign jurisdiction. The master was one of the charterers, but this does not affect his authority as master. He had no means, either as master or owner, which makes the apparent necessity for the credit to the vessel, still stronger. I lay out of view the general owner, because the master was not his agent, and could bind him by no acts of his; he could only bind the vessel and the charterers.

As to the sufficiency of the proof of this apparent necessity, no fixed rule, from the great diversity of cases that arise, can be laid down in advance. It must necessarily rest in the sound judgment of the tribunal, before which the proofs are presented. Good faith, and fair

dealing are exacted, on the part of the person furnishing the supplies, in every case, and the absent owner should be guarded against collusion of the master with material men, or furnishers of supplies, and against an unnecessary tacit incumbrance, on his vessel.

Decree for libellant affirmed.